C A N A D A

PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

Nº: 500-11-058116-209

S U P E R I O R C O U R T
(Commercial Division)
(Sitting as a court designated pursuant to the Companies' Creditors Arrangement Act, R.S.C. 1995, c. 36, as amended)

IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF:

SPECTRA PREMIUM INDUSTRIES INC. ans Al.

Petitioners

-and-

ERNST & YOUNG INC.

Monitor

-and-

INDIANA BECKNELL INVESTORS 2011 LLC

Respondent

-and-

ALLIANCE INTERSTATE PARK INDIANA BECKNELL INVESTORS LLC

Impleaded Party

LIST OF EXHIBITS

(In support of the *Motion for the issuance of a safeguard order regarding the occupation of certain premises)*

EXHIBIT R-1: *Order granting Provisional Relief pursuant to Bankruptcy Code section 1519* issued by the US Bankruptcy Court on March 12, 2020.

EXHIBIT R-2: *En liasse*, (i) Lease Agreement dated April 15, 2013, (ii) Letter of Agreement dated July 24, 2013, (iii) Second Amendment to Lease dated July 11, 2018 and (iv) Third Amendment to Lease dated May 28, 2019

EXHIBIT R-3: Lease Agreement dated August 31, 2018 and Amendment to Lease dated November 27, 2018 between Spectra Premium (USA) Corporation and Alliance Interstate Park in Greenfield, Indiana.

EXHIBIT R-4: Third Amendment to Lease was signed on May 28, 2019.

EXHIBIT R-5: Email dated February 27, 2020 sent by Pete Anderson, Becknell's representative, to Benoit Lefebvre, Spectra Group's representative.

EXHIBIT R-6: Draft Fourth Amendment to Lease.

EXHIBIT R-7: Disclaimer Notice of the New Lease sent by Spectra Group to Becknell and dated March 31, 2020.

MONTREAL, April 28, 2020

Lavery De Billy

LAVERY, DE BILLY, L.L.P.
Lawyers for Petitioners

N°: 500-11-058116-209

SUPERIOR COURT
(Commercial Division)
DISTRICT OF MONTRÉAL

IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF:

SPECTRA PREMIUM INDUSTRIES INC.
-and- **SPECTRA PREMIUM HOLDINGS (USA) CORP.**
-and- **SPECTRA PREMIUM (USA) CORP**.
-and- **SPECTRA PREMIUM PROPERTIES (USA) CORP.**
-and- **SPECTRA PREMIUM TAIWAN CO. LTD.**
-and- **SPECTRA PREMIUM (SHANGHAI) AUTOMOTIVE TECHNICAL SERVICES CO. LTD.**
-and- **SPECTRA PREMIUM (CHONGQING) AUTOMOTIVE SERVICES CO. LTD.**

Petitioners

AND

ERNST & YOUNG INC.

Monitor

LIST OF EXHIBITS

O/file: 001320-00060 BL 1332

Me Jean Legault: 514 878-5561
Me Jonathan Warin: 514 878-5616

LAVERY, DE BILLY, L.L.P.
SUITE 4000, 1, PLACE VILLE MARIE, MONTREAL, QUEBEC H3B 4M4
TELEPHONE: 514 871-1522 FAX NUMBER: 514 871-8977
EMAIL NOTIFICATIONS: NOTIFICATIONS-MTL@LAVERY.CA

Exhibit R-1

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 15
SPECTRA PREMIUM INDUSTRIES INC., *et al.*,[1]	Case No. 20-10611 (BLS)
Debtors in a Foreign Proceeding.	(Joint Administration Requested)
	Ref. No. 8

ORDER GRANTING PROVISIONAL RELIEF
PURSUANT TO BANKRUPTCY CODE SECTION 1519

Upon the motion (the "Motion")[2] of Ernst & Young Inc. (the "Petitioner"), in its capacity as the monitor of the above captioned debtors (the "Debtors") in insolvency proceedings (the "Canadian Proceedings") commenced under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (as amended, the "CCAA") pending before the Superior Court, sitting in the Commercial Division for the district of Montréal (the "Canadian Court") and as the duly authorized foreign representative as defined by section 101(24) of title 11 of the United States Code (the "Bankruptcy Code"), for entry of a provisional order enforcing the Initial Order and granting a stay against any collection or enforcement against the Debtors or the Debtors' assets in the United States and otherwise applying section 362 of the Bankruptcy Code on an interim basis under section 1519 of the Bankruptcy Code; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with sections 157 and 1334 of title 28 of the United States Code, sections 109 and 1501 of the Bankruptcy Code, and the Amended

1 The Debtors in these Chapter 15 cases, along with the last four digits of each Debtor's federal identification number, are: Spectra Premium Industries Inc. (4016); Spectra Premium Holdings (USA) Corp. (7133); Spectra Premium (USA) Corp. (9447); and Spectra Premium Properties (USA) Corp. (7618). The registered office of Spectra Premium Industries Inc., the Debtors' ultimate corporate parent company, is located at 1 Place Ville Marie in Montréal, Quebec, Canada, H3B 4M4, Suite 4000. The Debtors are collectively managed from the Spectra Group's corporate headquarters in Boucherville, Quebec, Canada.

2 Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

Standing Order of Reference from the United States District Court for the District of Delaware, dated as of February 29, 2012 (the "Amended Standing Order"); and consideration of the Motion and the relief requested therein being a core proceeding pursuant to section 157(b) of title 28 of the United States Code; and due and proper notice of the provisional relief sought in the Motion having been provided under the circumstances; and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Motion (the "Hearing"); and the appearances of all interested parties having been noted in the record of the Hearing; and upon (i) the *Petitioner's Verified Petition Under Chapter 15 for Recognition of the Canadian Proceedings and Request for Related Relief* (the "Verified Petition"), (ii) the *Memorandum of Law in Support of (A) Petitioner's Verified Petition Under Chapter 15 for Recognition of the Canadian Proceedings and Request for Related Relief, and (B) Motion for Provisional Relief*, and (iii) the *Declaration of Guillaume Pierre Michaud in Support of (A) Petitioner's Verified Petition Under Chapter 15 for Recognition of the Canadian Proceedings and Request for Related Relief, and (B) Motion for Provisional Relief* (collectively, the "Chapter 15 Papers"), filed contemporaneously with the Motion, the record of the Hearing and all of the proceedings before the Court in these Chapter 15 cases; and the Court having found and determined that the provisional relief sought in the Motion is in the best interests of the Debtors, their creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation thereon and sufficient cause appearing therefor,

THIS COURT HEREBY FINDS AND DETERMINES THAT:

A. The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. This Court has jurisdiction to consider this matter pursuant to sections 157 and 1334 of title 28 of the United States Code and the Amended Standing Order.

C. This is a core proceeding pursuant to section 157(b)(2)(P) of title 28 of the United States Code.

D. Venue for this proceeding is proper before this Court pursuant to section 1410 of title 28 of the United States Code.

E. Service of the Motion on the Notice Parties was due, proper, and sufficient under the circumstances and no other notice is required.

F. On March 11, 2020, these Chapter 15 cases where commenced by the Petitioner's filing of a voluntary Chapter 15 Petition for Recognition of a Foreign Proceeding for each Debtor contemporaneously with the filing of the Verified Petition. Attached to the Verified Petition was an order (the "Initial Order") of the Canadian Court in the Canadian Proceedings appointing the Petitioner and granting additional relief.

G. The Petitioner has demonstrated a substantial likelihood of success on the merits that (a) each of the Canadian Proceedings is a "foreign main proceeding" as that term is defined in section 1502(4) of the Bankruptcy Code, (b) the Petitioner is a "foreign representative" as that term is defined in section 101(24) of the Bankruptcy Code, (c) all statutory elements for recognition of the Canadian Proceedings are satisfied in accordance with section 1517 of the Bankruptcy Code, and (d) upon recognition of the Canadian Proceedings as foreign main proceedings, section 362 of the Bankruptcy Code will automatically apply in these Chapter 15 cases pursuant to section 1520(a)(1) of the Bankruptcy Code.

H. The Petitioner has demonstrated that (a) the commencement or continuation of any proceeding or action in the United States against the Debtors and their business and all of their assets should be stayed pursuant to sections 105(a), 1519, and 1521 of the Bankruptcy Code, which protections, in each case, shall be coextensive with the provisions of section 362 of the Bankruptcy Code, to permit the fair and efficient administration of the Canadian Proceedings for the benefit of all stakeholders and (b) the relief requested in the Motion will neither cause an undue hardship nor create any hardship to parties in interest that is not outweighed by the benefits of the relief granted herein.

I. The Petitioner has demonstrated that application of the automatic stay on a provisional basis is crucial to prevent irreparable harm to the Debtors and/or their assets resulting from potential collection, enforcement efforts, or other actions of creditors and/or landlords prior to the disposition of the Petitions for recognition.

J. The Petitioner has demonstrated that no injury will result to any party that is greater than the harm to the Debtors' assets and property in the absence of the relief requested in the Motion.

K. The interests of the public and public policy of United States will be served by entry of this Order.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is granted as set forth herein.

2. The Initial Order is hereby given full force and effect on an interim basis, including, without limitation, the stay of proceedings to the extent set forth in the Initial Order, and shall be given full force and effect in the United States until otherwise ordered by this Court.

3. While this Order is in effect, the Petitioner, the Debtors, and the Debtors' property are entitled to the full protections and rights pursuant to section 1519(a)(l) of the Bankruptcy Code, which protections shall be coextensive with the provisions of section 362 of the Bankruptcy Code, and this Order shall operate to stay, without limitation, any collection, enforcement efforts, or other actions of creditors, lessors, and any other parties against the Debtors and their property in the United States.

4. All entities (as that term is defined in section 101(15) of the Bankruptcy Code), other than the Petitioner and its authorized representatives and agents, are hereby enjoined from, without limitation:

(a) enforcing any rights or obligations or otherwise executing against any of the Debtors' assets or other properties;

(b) commencing or continuing, including the issuance or employment of process, of a judicial, administrative, arbitral, or other action or proceeding, or to recover a claim, including without limitation any and all unpaid judgments, settlements, or otherwise against the Debtors in the United States;

(c) taking or continuing any act to create, perfect, or enforce a lien or other security interest, set-off, or other claim against the Debtors or any of their property;

(d) transferring, relinquishing, or disposing of any property of the Debtors to any entity (as that term is defined in section 101(15) of the Bankruptcy Code) other than the Petitioner;

(e) enforcing, commencing, or continuing an individual action or proceeding concerning the Debtors' assets, rights, obligations, or liabilities; and

(f) terminating any agreements, leases, contracts, or understandings, or otherwise enforcing rights, accelerating obligations, or exercising remedies of any kind in respect thereof.

5. Notwithstanding any applicability of any Bankruptcy Rules, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

6. The Petitioner is authorized to take all actions necessary to effectuate the relief

granted pursuant to this Order in accordance with the Motion.

7. This Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

Dated: March 12, 2020
Wilmington, Delaware

Honorable Brendan L. Shannon
United States Bankruptcy Judge

Exhibit R-2

Lease Agreement dated April 15, 2013

LEASE

THIS LEASE (this "Lease") is made as of the 15th day of April, 2013, by and between **Park 70 Partners, L.P.**, a Delaware limited partnership ("Landlord"), and **Spectra Premium (USA) Corp.**, a Delaware corporation ("Tenant"). In consideration of the mutual covenants contained herein, Landlord and Tenant agree as follows:

1. Leased Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the building commonly known as Axcess70 Building 2, 3052 North Distribution Way, Greenfield, Indiana 46140 (the "Building"), which Building is generally depicted on the site plan attached hereto as Exhibit A-1 and incorporated herein by this reference, together with the exclusive use of the parking areas and the loading areas associated with the Building (collectively, the "Leased Premises") as depicted on Exhibit A-2 attached hereto and made a part hereof. The Building consists of approximately two hundred fifty thousand (250,000) square feet, and has been constructed by Landlord on the parcel of real estate located in Hancock County, Indiana, that is legally described on Exhibit B attached hereto and incorporated herein by this reference (the "Real Estate"). The Building, Real Estate and related improvements constructed or to be constructed on the Real Estate and used in connection with the Building (collectively, the "Improvements") are collectively referred to herein as the "Development" and are depicted on Exhibit A-3 attached hereto and made a part hereof. The Development is a part of the land, buildings, common areas, improvements and facilities commonly known as Axcess70 (the "Project") depicted on Exhibit A-4 attached hereto and made a part hereof. Landlord shall be entitled to make additions, modifications, alterations and repairs to, and otherwise modify, the Project. Landlord hereby grants to Tenant, its officers, employees, invitees and customers, subject to the terms and conditions of the recorded declaration of covenants, conditions and restrictions applicable to the Project (the "Declaration") and the rights granted from time to time by Landlord to other tenants and occupants of the Project, the non-exclusive right to use the Common Areas (as hereinafter defined) for the permitted uses of such Common Areas. For purposes of this Lease, the term "Common Areas" shall mean all paved, landscaped, grassy and other areas included as part of the Project (which areas shall not include the Leased Premises or other portions of the Project leased exclusively to other Tenants) and designated by Landlord as common areas from time to time. Landlord has provided Tenant with a copy of the Declaration in effect as of the date of this Lease, and from and after the date hereof Landlord shall promptly provide Tenant with a copy of any amendments, modifications or restatements of the Declaration to the extent such amendments, modifications or restatements are provided to Landlord by the Declarant under the Declaration.

2. Lease Term and Holding Over.

(a) Initial Lease Term. The initial term of this Lease (the "Initial Lease Term") shall be for a period commencing on the date of Substantial Completion of Landlord's Work pursuant to the terms of the Workletter Agreement (as such terms are hereinafter defined) (the "Commencement Date"), and ending at 11:59 p.m. on the day before the sixty-fifth (65th) monthly anniversary of the Commencement Date. The Initial Lease Term and the Extension Terms (if applicable) are referred to collectively as the "Lease Term."

(b) Extension Options. Provided that (i) no default by Tenant has occurred and is then continuing under this Lease, and (ii) unless consented to by Landlord as provided hereunder, Tenant originally named herein remains in possession of the Leased Premises, Tenant's interest in this Lease has not been assigned in any manner and no portion of the Leased Premises has been subleased, Tenant shall have the option (each, an "Extension Option") to extend the Lease Term for three (3) additional consecutive periods of three (3) years each (each, an "Extension Term"). Each Extension Term shall be upon the same terms and conditions contained in the Lease except (x) upon the exercise of each Extension Option, this Section 2(b) shall be amended to reflect such exercise, (y) any tenant improvement allowances, tenant improvement construction obligations, free rent or other concessions applicable to the Leased Premises with respect to the Initial Lease Term shall not apply to any Extension Term, and (z) the Base Rent for each Extension Term shall be equal to the Base Rent in effect under this Lease immediately prior to the commencement of the applicable Extension Term, plus Twelve Thousand Five Hundred and No/100 Dollars ($12,500.00) per annum, with the Base Rent to automatically increase by Twelve Thousand Five Hundred and No/100 Dollars ($12,500.00) on an annual basis on each anniversary of the first day of the Extension Term continuing throughout the Extension Term. Landlord shall have no duty or obligation whatsoever to construct any tenant improvements, provide Tenant with any allowance or similar amounts, or otherwise expend any funds or reimburse Tenant in connection with any improvements to the Leased Premises with respect to any Extension Term, it being understood and agreed to that Tenant shall accept and occupy the Leased Premises in its "as-is" condition in all respects in connection with any Extension Term. Tenant shall exercise each Extension Option by delivering to Landlord, no later than six (6) months prior to the expiration of the Lease Term and no earlier than twelve (12) months prior to the expiration of the Lease Term, written notice of Tenant's desire to extend the Lease Term ("Tenant's Renewal Notice"). Tenant's failure to timely exercise an Extension Option shall be deemed a waiver of such Extension Option and each subsequent Extension Option, as applicable. Landlord and Tenant shall enter into an amendment to this Lease reflecting the exercise by Tenant of the applicable Extension Option within thirty (30) days after Landlord's receipt of Tenant's Renewal Notice.

(c) Holdover Possession. If Tenant retains possession of the Leased Premises after the expiration or earlier termination of this Lease, Tenant shall be a tenant at sufferance at one hundred fifty percent (150%) of the Base Rent in effect upon the date of such expiration or earlier termination, and otherwise upon the terms, covenants and conditions herein specified, so far as applicable. Acceptance by Landlord of rent after such expiration or earlier termination shall not result in a renewal of this Lease, nor shall such acceptance create a month-to-month tenancy. In the event a month-to-month tenancy is created by operation of law, either party shall have the right to terminate such month-to-month tenancy upon thirty (30) days' prior written notice to the other, whether or not said notice is given on the rent paying date. This Section 2(c) shall in no way constitute a consent by Landlord to any holding over by Tenant upon the expiration or earlier termination of this Lease, nor limit Landlord's remedies in such event.

3. **Rent.**

(a) Payment of Base Rent. Tenant shall pay to Landlord monthly base rent (the "Base Rent") for the Leased Premises in the following amounts:

(i) During the Initial Lease Term, an amount equal to the following:

Months	Monthly Base Rent	Annual Base Rent
Months 1-5, inclusive	$ 0.00	$ 0.00
Months 6-17, inclusive	$ 67,708.33	$ 812,500.00

Months 18-29, inclusive	$	68,750.00	$	825,000.00
Months 30-41, inclusive	$	69,791.67	$	837,500.00
Months 42-53, inclusive	$	70,833.33	$	850,000.00
Months 54-65, inclusive	$	71,875.00	$	862,500.00

(ii) During any Extension Term, the amount determined in accordance with Section 2(b).

Base Rent shall be payable in advance on or before the first day of each full and partial calendar month during the Lease Term; provided that, if the Lease Term expires on a date other than the last day of a calendar month, then the Base Rent payable for such partial calendar month shall be an amount equal to the monthly installment of Base Rent otherwise then in effect, divided by the number of days in the full calendar month during which the Lease Term expires, and multiplied by the number of days in the partial calendar month before and including the date of expiration.

(b) Payment of Additional Rent. In addition to the payment of Base Rent, Tenant shall pay to Landlord, as additional rent ("Additional Rent"), all other sums, charges, and payments required to be paid by Tenant to Landlord under this Lease, whether or not the same are designated as Additional Rent. All Base Rent and Additional Rent shall be paid without relief from valuation and appraisement laws, and shall be payable without offset for any amount due or claimed to be due from Landlord to Tenant. Base Rent and Additional Rent are referred to collectively as "Rent."

(c) Past Due Payments. If any Rent shall become overdue for a period in excess of five (5) business days, then such unpaid Rent shall bear interest from the date due to the date of payment at the rate of interest equal to the prime rate, as reported by the Wall Street Journal's bank survey on such due date, plus seven percent (7%) per annum. Such interest shall be in addition to, and not in lieu of, any other right or remedy that Landlord may have hereunder, at law, or in equity.

(d) Place of Payments. All payments of Rent required to be made, and all statements required to be delivered, by Tenant to Landlord shall be made and delivered to Landlord at its address set forth in Section 21, or to such other address as Landlord specifies to Tenant in accordance with that Section.

4. Landlord's Work and Tenant's Work.

(a) Workletter Agreement. Landlord shall perform, or cause to be performed, the Landlord's Work (as defined in the Workletter Agreement hereinafter described) required to be performed by Landlord pursuant to, and in accordance with, the terms and conditions of the Workletter Agreement attached hereto as Exhibit C and incorporated herein by this reference (the "Workletter Agreement").

(b) Acceptance of Leased Premises. Upon substantial completion of the Landlord's Work, Landlord and Tenant shall execute a letter agreement in the form attached hereto as Exhibit D (the "Letter Agreement"). By its execution of the Letter Agreement and occupancy of the Leased Premises, Tenant shall be deemed to represent and certify that it has examined the Landlord's Work and that it thereby accepts the Landlord's Work in its condition at the time, excepting any Punchlist Items (as defined in Exhibit C). Landlord warrants to Tenant that all materials and equipment furnished for the Landlord's Work will be new unless otherwise specified, of good quality, and in conformance with the CDs (as defined in Exhibit C) and the Specifications (as defined in Exhibit C). Landlord agrees to correct any component of Landlord's Work which is found to be not in conformance with the CDs and Specifications (except for minor imperfections or defects whose existence remains a matter of reasonable subjective judgment only) within a period of one (1) year from the Commencement Date. Except as expressly provided above or in Exhibit C with respect to Landlord's Work, Tenant, by executing this Lease, acknowledges that it has secured (or had sufficient opportunity to secure) a professional inspection of the Leased Premises and is accepting the Leased Premises in its "as-is" condition, without warranties of any type, expressed or implied; provided, however, that Landlord agrees to use commercially reasonable efforts to enforce any warranties in favor of Landlord, if any. For purposes of this Section, commercially reasonable efforts shall exclude commencing any litigation in connection with enforcing any warranties.

(c) Tenant's Work. Tenant shall be responsible for the costs and expenses of all work necessary to prepare the Leased Premises for initial occupancy by Tenant that either has not been constructed as of the date of this Lease or is not expressly included in Landlord's Work (collectively, the "Tenant's Work"). Tenant's Work shall be subject to the terms and conditions set forth in Section 8(a).

5. Security Deposit. Tenant shall deposit Three Hundred Fifty-Three Thousand One Hundred Twenty-Five and No/100 Dollars ($353,125.00) (the "Security Deposit") with Landlord as security for the performance by Tenant of all of Tenant's obligations contained in this Lease. A portion of the Security Deposit equal to One Hundred Seventy-Six Thousand Five Hundred Sixty-Two and 50/100 Dollars ($176,562.50) shall be paid by Tenant to Landlord in cash upon execution and delivery of this Lease by Tenant. The remaining balance of the Security Deposit shall be paid by Tenant to Landlord in cash on the Commencement Date. In the event of a default by Tenant, Landlord may apply all or any part of the Security Deposit to cure all or any part of such default; provided, however, that any such application by Landlord shall not be or be deemed to be an election of remedies by Landlord or considered or deemed to be liquidated damages. Thereafter, Tenant agrees promptly, upon demand, to deposit such additional sum in cash with Landlord as may be required to maintain the full amount of the Security Deposit then held by Landlord immediately prior to such default; provided, however, that if the event of default by Tenant is due to (a) non-payment of Rent, or (b) Tenant's failure to obtain Landlord's consent for any alterations, improvements or additions to the Leased Premises for which Landlord's consent is required hereunder, Tenant shall be obligated to deposit such additional sum in cash with Landlord as may be required to maintain the full amount of the Security Deposit as of the date hereof. All sums held by Landlord pursuant to this Section shall be without interest and may be commingled by Landlord. At the end of the Lease Term, provided that there is then no uncured default and Tenant surrenders the Leased Premises in the condition required by this Lease, Landlord shall return the Security Deposit to Tenant within fifteen (15) days of the expiration of the Lease Term. Notwithstanding anything in this Section 5 to the contrary, Landlord hereby agrees that so long as no default by Tenant has occurred under this Lease and is continuing, Landlord shall automatically apply portions of the Security Deposit toward the payment of monthly Base Rent due with respect to months 29, 41, 53 and 65 of the Initial Lease Term; provided, however, that (a) Tenant shall be and remain fully liable for the payment of all Additional Rent with respect to such time periods, and (b) should any default by Tenant occur under this Lease, Landlord shall have no obligation to apply any portion of the Security Deposit toward Base Rent, and Tenant shall, upon Landlord's written request, deposit such additional cash sum with Landlord as may be required to maintain the full amount of the Security Deposit as of the date hereof or the amount of the Security Deposit then held by Landlord immediately prior to the default, as the case may be and as required above, for the remainder of the Lease Term. In the event that Tenant makes alterations to or constructs additional improvements or installs equipment on the Leased Premises, such as and including Tenant's Work, and the cost to return the Leased Premises to its original condition as a result of such alterations, additional improvements or equipment installation is reasonably estimated by Landlord to exceed Ten Thousand and No/100 Dollars ($10,000.00), then Landlord's Security Deposit shall be increased prior to Tenant commencing the construction of any such alteration or improvement or the installation of any such equipment to reflect Landlord's reasonable estimate of the cost to return the Leased Premises to its original condition following the expiration of the Lease Term in the event that Tenant does not return the Leased Premises to its original condition pursuant to the terms and conditions of this Lease.

6. Expenses Related to the Leased Premises, Development and Project.

(a) Costs and Expenses for the Leased Premises. Except for the repair and maintenance obligations of the Landlord under Section 10(a) of this Lease (which repair and maintenance obligations are to be performed at the cost and expense of Landlord except to the extent otherwise provided in Section 10(a)), Tenant shall pay directly for all costs and expenses of every kind and nature that become necessary in connection with operating, maintaining, repairing and replacing any part of the Leased Premises, the Building and/or the Improvements as required herein.

(b) Taxes, Insurance, Utilities and Operating Expenses for the Development.

(i) Property Taxes. "Property Taxes" shall mean and include all real property taxes (and charges in lieu of real property taxes), franchise, sales or use tax, tax on rentals, and any other charges, taxes and/or impositions, now in existence or hereafter imposed by any governing body based upon the privilege of renting the Development or any portion thereof or upon the amount of rent collected therefor and all assessments, general and special, assessed against or levied on, against or with respect to the Development, and all personal property taxes (and charges in lieu of personal property taxes) and assessments, general and special, assessed against or levied on, against or with respect to personal property used in connection with or located on the Common Areas on, in or under the Development, together with reasonable third-party costs (including fees of attorneys, consultants and appraisers) of any negotiation, contest or appeal pursued by Landlord in an effort to reduce any such tax, assessment or charge. Property Taxes shall be determined by Landlord net of any rebates or discounts actually received by Landlord, and taking into consideration any real property tax abatement actually awarded by the applicable taxing authorities and applied by such taxing authorities to reduce the real property tax liabilities owed with respect to the Development.

(ii) Insurance. "Insurance" shall mean and include all premiums and charges for property insurance on the Development and such other insurance (including, without limitation, liability insurance for personal injury, death and property damage, insurance against fire, extended coverage, theft or other casualties, workmen's compensation insurance covering personnel, fidelity bonds for personnel, rent insurance, and plate glass insurance) maintained by Landlord on or with respect to the Development.

(iii) "Utilities" shall mean and include all charges for water, sewer and other utilities supplied to the Common Areas located in, on or under the Development including, but not limited to, electricity, heat and water, excepting charges for utility services paid directly by Tenant pursuant to Section 9, below.

(iv) "Operating Expenses" shall mean the reasonable amount of all costs and expenses of every kind and nature paid or incurred by Landlord in connection with owning, operating, maintaining, repairing and replacing any part of the Development (including, without limitation, the Common Areas located in, on or under the Development) as determined by Landlord in accordance with generally accepted accounting principles consistently applied. Such costs and expenses specifically include, without limitation, all reasonable costs and expenses of operating, maintaining, repairing, replacing, lighting, signing, cleaning, painting, paving, and striping; removal of snow, ice, trash and debris; costs and expenses of repair or replacement of paving, curbs, walkways, landscaping, pipes, ducts, conduits and similar items, and lighting facilities; costs and expenses of planting, replanting and replacing flowers, shrubbery and planters; and maintenance and repairs required to be performed by Landlord under the Declaration as the owner of the Development. Any property management fees included in Operating Expenses shall not include any administration fees with respect to Property Taxes and shall not exceed, in any year, an amount equal to Twenty-Five Thousand and No/100 Dollars ($25,000.00). Except for paving and landscaping, Operating Expenses shall not include the cost of repairs having a useful life of more than one year or any capital improvements except as follows: (i) amortization of such improvements or repairs that produce a net reduction in operating costs together with interest at the rate of five percent (5%) per annum on the unamortized balance thereof; and (ii) the cost or portion thereof reasonably allocable to the Development, amortized over such period as determined in accordance with generally accepted accounting principles, together with interest at the rate of five percent (5%) per annum on the unamortized balance, of any repairs having a useful life of more than one year or any capital improvements made to the Development by Landlord after the date of this Lease which are required under any governmental law or regulation that was not applicable to the Development at the time the Building was constructed. Only the amortized portion of the cost of such repairs or capital improvements shall be included in Operating Expenses. The amortization of any cost saving capital improvements or repairs shall be done on a straight line basis, using the reasonably estimated useful life or the approximate annual cost savings of the cost saving capital improvements, and the annual amortization amount included in Operating Expenses (including any interest charge) on account of any such cost saving improvement shall not exceed the amount of the annual cost savings resulting therefrom, as certified in connection with each annual Operating Expense statement in which any such annual amortization charge shall be included.

(v) During the Lease Term, Tenant shall pay to Landlord, as additional rent, an amount equal to the amount of Tenant's Pro Rata Share (as hereinafter defined) of the Property Taxes, Insurance, Utilities and Operating Expenses which are paid or incurred by Landlord in any calendar year.

a. Tenants Pro Rata Share shall mean one hundred percent (100%).

b. Tenant shall make monthly payments to be applied against Tenant's obligation to pay Tenant's Pro Rata Share of the Property Taxes, Insurance, Utilities and Operating Expenses paid or incurred by Landlord in any calendar year in advance on the first day of each calendar month during the Lease Term based upon a reasonable estimate by Landlord of such amounts to be paid or incurred by Landlord.

c. Within ninety (90) days of the end of each calendar year, Landlord will provide Tenant with a computation of Tenant's Pro Rata Share of the actual Property Taxes, Insurance, Utilities and Operating Expenses paid or incurred by Landlord during such calendar year. If the total of all payments made by Tenant for such calendar year is more than Tenant's Pro Rata Share of the actual Property Taxes, Insurance, Utilities and Operating Expenses paid or incurred by Landlord during such calendar year, Tenant will receive a credit in the amount of such excess against its monthly payments on account of the Tenant's Pro Rata Share of Property Taxes, Insurance, Utilities and Operating Expenses for the next calendar year or a refund of such excess if there are no subsequent monthly payments to be made by Tenant. If the total of all payments made by Tenant for such calendar year is less than Tenant's Pro Rata Share of the actual Property Taxes, Insurance, Utilities and Operating Expenses paid or incurred by Landlord for such calendar year, Tenant shall pay such deficiency to Landlord within thirty (30) days of receipt of the computation of Tenant's Pro Rata Share of the actual Property Taxes, Insurance, Utilities and Operating Expenses from Landlord.

d. Property Taxes shall be deemed incurred by Landlord at the time such Property Taxes are assessed or levied and/or become a lien.

(c) Project Expenses under the Declaration. Except for the repair and maintenance obligations of the Landlord under Section 10(a) of this Lease (which repair and maintenance obligations are to be performed at the cost and expense of Landlord except to the extent otherwise provided in Section 10(a)), Tenant shall pay to Landlord, as additional rent, all costs and expenses of every kind and nature paid or incurred by Landlord under the Declaration including, without limitation, all maintenance and repair costs, dues, fees and assessments incurred by Landlord as the owner of the Development (collectively, the "Development Declaration Obligations"). Pursuant to the Declaration, the share of such Development Declaration Obligations shall presumptively be based on the Building Proportion or Acreage Proportion of the Development as such terms are defined in Article II, Sections 3(a) and 3(c) of the Declaration. Notwithstanding the foregoing, Landlord agrees that (i) Tenant shall not be liable for that portion of the Development Declaration Obligations representing ground maintenance or landscaping costs in any year to the extent such ground maintenance or landscaping costs have increased by more than four percent (4%) per annum, compounded annually on a cumulative basis, and (ii) Tenant's liability for the sum of (A) that portion of the Development Declaration Obligations representing property management fees, plus (B) that portion of Operating Expenses representing property management fees shall not exceed, in the aggregate, for any year, Twenty-Five Thousand and No/100 Dollars ($25,000.00).

(d) Payment of Additional Rent. Tenant agrees to make timely payment of all amounts due as Additional Rent under this Section 6, including any Additional Rent which becomes due or is computed after the end of the Lease Term to the extent otherwise owed pursuant to the terms of this Lease. The Tenant's obligations under this Section 6 shall survive the expiration of the Lease Term or earlier termination of this Lease. In the event that the Lease Term commences or expires other than on the first or last day of a calendar year, Tenant's obligation to pay Additional Rent for such calendar years shall be prorated based upon the number of days of the Lease Term that occur in such calendar years. In the event that the Development is insured, serviced, assessed or maintained as part of a larger parcel, then Landlord shall allocate a fair and equitable amount of such insurance costs, service charges, assessments and maintenance charges, as the case may be, to the Development or applicable portion thereof.

(e) Net Lease. Notwithstanding any item included within the definition of Operating Expenses, Landlord's maintenance and repair obligations under this Lease shall be limited to those items which Landlord expressly agrees to perform under Section 10(a) of this Lease. Except for the repair and maintenance obligations set forth in Section 10(a), this Lease is and shall be an absolute "net" lease. In the event that Landlord performs any additional maintenance, repair and/or replacement in connection with all or any portion of the Building, Improvements, Leased Premises and/or Development (including, without limitation, the Common Areas located in, on or under the Development) that is not expressly required by Section 10(a) of this Lease, the cost and expense thereof shall be reimbursed by Tenant to Landlord as part of the Operating Expenses as set forth above.

(f) Taxes on Tenant's Business and Property. Tenant shall pay and discharge when due all taxes and charges imposed upon the conduct of its business in the Leased Premises and all property taxes imposed upon its fixtures, equipment, merchandise and other personal property in the Leased Premises.

7. Use of Leased Premises. The Leased Premises shall be occupied and used solely for general warehousing, light assembly of products and related office purposes, and for such other purposes as may be specified by Tenant in writing to Landlord and approved in writing by Landlord, in each such case, to the fullest extent permitted by applicable laws, ordinances, rules and regulations. Tenant covenants and agrees that the Leased Premises shall not be used for any treatment, storage or disposal of or otherwise contaminated by any Hazardous Substances (as hereinafter defined); provided, however, that Tenant shall be entitled to store and use such Hazardous Substances on the Leased Premises which are incidental to and necessary for the operation of Tenant's business so long as Tenant complies with all local, state and federal laws and regulations applicable to such storage or use, and Tenant further covenants and agrees that:

(a) Tenant shall not permit any waste, damage or nuisance in, on or about the Leased Premises, or use or permit the use of the Leased Premises for any unlawful purpose;

(b) Tenant shall conduct its business and keep the Leased Premises safe, clean and in accordance with all guidelines, rules and regulations of the health, fire, building, environmental and other offices and governmental agencies having jurisdiction over Tenant's business and/or the Leased Premises, and shall comply with all laws, ordinances, rules, regulations, orders and decrees of any governmental entity or personnel now or hereafter affecting or relating to the Leased Premises or the use thereof including, without limitation, all environmental laws and reporting requirements thereunder;

(c) Tenant shall not dump or otherwise dispose of on the Leased Premises any chemicals, metals, garbage, trash or other industrial by-products and incidentals to Tenant's business and all waste removal facilities shall use proper, leakproof and fireproof containers and no foreign substance of any kind shall be placed on or near the Leased Premises and the expense of any breakage, stoppage, contamination, spillage or damage resulting from a violation of this provision shall be borne by Tenant;

(d) Tenant shall comply with and shall use its best efforts to cause its agents, employees, customers, invitees, licensees and concessionaires to comply with the Declaration and all reasonable rules and regulations established by Landlord from time to time provided such rules and regulations are not in violation of Landlord's obligations at law or under this Lease; and

(e) Tenant shall indemnify and hold harmless Landlord, and any party affiliated with Landlord, from and against any and all claims, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising from, or in connection with: (i) any escape, storage, usage, or spillage of any Hazardous Substances by Tenant (or its employees, agents, contractors, invitees, or licensees) in, on, or about the Leased Premises during the Lease Term; or (ii) any transportation of any Hazardous Substances to or from the Leased Premises by Tenant (or its employees, agents, contractors, invitees, or licensees), whether or not such storage, usage, or transportation constitutes a failure of Tenant fully to observe or perform its obligations under this Lease. The claims, judgments, liabilities, losses, costs, and expenses from and against which Tenant has agreed to indemnify and hold harmless Landlord, and any party affiliated with Landlord, under this Section 7(e) shall include the following: (i) any obligation or liability of Tenant or Landlord under any Law to remove any Hazardous Substance, or contaminated soil or groundwater, from the Leased Premises, "clean up" any contamination of the soil or the groundwater in, on, or under the Leased Premises, or perform any remediation of or for the Leased Premises; (ii) all charges, fines, or penalties imposed by governmental authority or under any Law governing Hazardous Substances; and (iii) all claims by, and liabilities to, any third party.

Hazardous Substances means (i) any "hazardous wastes" as defined under RCRA, (ii) any "hazardous substances" as defined under CERCLA, (iii) any toxic pollutants as defined under the Clean Water Act, (iv) any hazardous air pollutants as defined under the Clean Air Act, (v) any hazardous chemicals as defined under TSCA, (vi) any hazardous substances as defined under EPCRA, (vii) radioactive materials covered by the Atomic Energy Act, (viii) similar wastes, substances, pollutants, chemicals regulated under analogous state and local laws, (ix) asbestos, (x) polychlorinated biphenyls, (xi) petroleum and petroleum products or synthetic fuels, (xii) any substance the presence of which on the property in question is prohibited under any applicable environmental law, and (xiii) any other substance which is regulated under any applicable environmental laws and requires removal, remediation or special handling in the event of a violation of any of the foregoing laws (collectively, "Environmental Laws").

Notwithstanding anything contained in this Section 7(e) to the contrary, Tenant shall not have any liability to Landlord under this Section 7(e) resulting from any conditions existing, or events occurring, or any Hazardous Substances existing or generated, at, in, on, under or in connection with the Leased Premises prior to the Commencement Date of this Lease (or any earlier occupancy of the Leased Premises by Tenant) except to the extent Tenant exacerbates the same. Landlord hereby agrees to indemnify Tenant and hold Tenant harmless from and against any and all costs of remediation incurred by Tenant in connection with (i) Hazardous Substances located upon or within the Leased Premises prior to the date of this Lease (except to the extent Tenant exacerbates the same), or (ii) Hazardous Substances disposed upon or within the Leased Premises during the Lease Term by Landlord or its agents in violation of Environmental Laws.

(f) Landlord represents that (i) to its knowledge the use of the Leased Premises prior to the date hereof has complied in all material respects with all applicable Environmental Laws, and (ii) Landlord has not received any notices, citations, warnings or other correspondence from any governmental authorities alleging a violation or breach at the Leased Premises, the Project or any adjoining lands of any applicable Environmental Laws.

8. Alterations and Additions.

(a) Tenant Alterations. Tenant, at its cost and expense, may install in the Leased Premises such trade fixtures and other personal property as Tenant determines to be necessary or appropriate to conduct its business. Tenant, at its cost and expense, also may make non-structural alterations, improvements or additions to the interior of the Leased Premises costing less than Five Thousand Dollars ($5,000.00) if Tenant delivers to Landlord a written notice describing the proposed alteration, improvement or addition with particularity, and provides to Landlord copies of any plans and specifications for the proposed alteration, improvement or addition. Except for the installation of the exterior signage in accordance with Section 8(b), Tenant shall make no alterations, improvements or additions of or to the exterior of the Leased Premises, nor shall Tenant make any alterations, improvements or additions to the interior of the Leased Premises costing Five Thousand and No/100 Dollars ($5,000.00) or more, without the prior written consent of Landlord, which consent will not be unreasonably withheld, conditioned or delayed. Tenant shall make no structural alterations, improvements or additions of or to any part of the Leased Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. In the event that: (i) Landlord consents to Tenant's request to make an alteration, improvement or addition of or to any part of the Leased Premises (collectively, "Approved Work"); and (ii) Park 70 Partners, L.P. is still the Landlord under this Lease, Browning Construction, Inc. ("BCI") shall have a right of first refusal to perform such Approved Work (the "BCI ROFR"). Upon Tenant's receipt of an acceptable and bona fide quote (the "Quote") for the construction of the Approved Work, Tenant shall provide Landlord with a copy of the Quote and copies of all relevant bid documents and responses relating to the Quote, and: (A) in the event that Landlord does not provide Tenant with BCI's written acceptance to perform the work for Tenant in accordance with the Quote within ten (10) days after Tenant provides Landlord with a copy of the Quote (the "BCI ROFR Period"), the BCI ROFR shall be deemed waived for such Approved Work; and (B) in the event that Landlord does provide Tenant with BCI's written acceptance to perform the work in accordance with the Quote within the BCI ROFR Period, BCI shall perform the Approved Work in accordance with the terms and conditions of the Quote. All improvements, alterations and additions to the Leased Premises, excepting only Tenant's personal property, trade fixtures and equipment, shall become the sole property of Landlord upon the expiration of the Lease Term or earlier termination of this Lease; provided, that Landlord shall have the right to require Tenant to remove any such alteration, improvement or addition upon the expiration of the Lease Term or earlier termination of this Lease, in which event Tenant shall repair any and all damage to the Leased Premises, the Building and the Improvements resulting from such removal. Tenant shall promptly repair any and all damage to the Leased Premises, Building and Improvements resulting from the removal of its personal property, trade fixtures and equipment.

(b) Tenant Signage. All exterior signs shall be subject to the prior written approval of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall be solely liable for (i) obtaining all necessary permits, consents and approvals from any applicable governmental authorities in connection with all exterior signs prior to installation, and (ii) all costs and expenses of installing, operating and removing all exterior signs. The installation, operation and removal of all signs shall be subject to the applicable terms and provisions of this Lease.

9. Utilities. Landlord shall cause all utilities to the Leased Premises on the first day of the Early Occupancy Period (as defined in the Workletter Agreement) to be separately metered at its sole cost and expense. From and after the commencement of the Early Occupancy Period, Tenant shall arrange for and directly pay all usage and other charges for any and all utility services rendered or furnished to the Leased Premises and separately metered, including, but not limited to, heat, water, gas, electricity and sewers. If any equipment installed by Tenant or Tenant's use requires additional utility facilities, the costs of installing such additional facilities shall be borne by Tenant. Tenant shall arrange for and pay all usage and other charges for telephone, internet, data and like services to the Leased Premises.

10. Maintenance and Repairs.

(a) Maintenance by Landlord. Landlord, at Landlord's expense, shall keep the foundation, the physical components of the exterior walls of the Building utilized as framework to hold or contain the overlay components of the Building, the exterior and under-slab drain and sewer connections, the exterior and under-slab pipes and mains and the roof membrane in good order, condition and repair (including replacement when necessary); provided, however, Landlord shall not be responsible for making any repairs or replacements occasioned by any act or negligence of Tenant, its employees, contractors, agents, invitees, lessees, licensees, assignees or concessionaires, all of which repairs and replacements shall be made promptly by Tenant at its sole cost and expense. In addition, Landlord, subject to reimbursement by Tenant as part of the

Operating Expenses, shall perform (or cause to be performed) all maintenance, repair and/or replacement to the Common Areas located in, on or under the Development.

(b) Maintenance by Tenant. Except as explicitly provided in Section 10(a), Tenant shall, at its sole cost and expense, maintain the Leased Premises in good condition and repair, regularly servicing and promptly making all repairs and replacements thereto, including, but not limited to, the electrical systems, heating, ventilating and air conditioning systems, plate glass, floors, windows, doors, plumbing systems, exterior and interior painting, paving, striping, curbs, walkways, signs, lighting, removal of snow and landscaping. Tenant shall obtain a preventive maintenance contract on the heating, ventilating and air-conditioning systems and provide Landlord with a copy thereof. The preventive maintenance contract shall meet or exceed Landlord's standard maintenance criteria, and shall provide for the inspection and maintenance of the heating, ventilating and air conditioning system on at least a semi-annual basis.

(c) Notice. Tenant shall give Landlord prompt written notice of the need for any maintenance, replacement or repairs which Landlord is obligated to make under Section 10(a) and of any material damage to the Leased Premises or any part thereof promptly after Tenant has actual knowledge of the same.

11. Assignment, Subletting and Leasehold Mortgages.

(a) Requirements of Landlord's Consent. Except as expressly provided in Section 11(b), below, Tenant shall not assign this Lease or any interest therein, or sublet the whole or any part of the Leased Premises or permit any other persons, including concessionaires or licensees, to operate in, on or from, or occupy the same for any purposes without Landlord's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the requirement for such consent to any subsequent assignment or subletting.

(b) Permitted Assignments and Subleases. Notwithstanding anything herein to the contrary, Tenant shall have the right, without Landlord's consent, to assign this Lease or to sublet the Leased Premises to an Affiliate (as hereinafter defined) of Tenant or to any partnership, corporation or other entity resulting from a merger or consolidation with Tenant, or to any person or entity which acquires substantially all of the assets or stock of Tenant as a going concern. For purposes of this Section, an "Affiliate" means any Person that directly or indirectly controls, or is controlled by, or is under common control with, Tenant; "control" means the possession, directly or indirectly, of the power to cause the direction of the management and policies of a Person, whether by the ownership of voting securities, by contract, or otherwise; and "Person" means any corporation, partnership, limited liability company or other entity.

(c) Continued Liability. The assignment or subletting by any person or entity that constitutes Tenant of the tenant's interest (or any portion thereof) under this Lease shall not relieve such person or entity of the obligations of the tenant under this Lease. Such person or entity's liability under this Lease shall continue notwithstanding (i) the subsequent release of any other person or entity that constitutes Tenant from liability under this Lease, (ii) any limitation on any such other person or entity's liability hereunder by virtue of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), or (iii) any modification or amendment of this Lease that Landlord consummates with any such other person or entity that constitutes Tenant subsequently.

(d) Notice. No assignment or subletting by Tenant (whether or not such assignment or subletting requires consent of Landlord) shall be effective unless in each case

Tenant gives to Landlord, not later than the tenth (10th) business day after any such assignment or subletting is consummated, written notice of the consummation of such assignment or subletting.

(e) Leasehold Mortgage. Tenant shall not mortgage its interests in this Lease under a leasehold mortgage or assign this Lease as collateral security for any leasehold mortgage or otherwise encumber its leasehold estate without Landlord's prior written consent, which consent may be granted or withheld in Landlord's sole discretion.

12. Access to Leased Premises. Tenant shall permit Landlord and its agents to enter upon the Leased Premises at all reasonable times, upon 24 hours' prior notice, except in the case of an emergency, to inspect and examine the Leased Premises and to show the Leased Premises to prospective purchasers, mortgagees and tenants. Tenant shall permit Landlord and its agents to enter upon the Leased Premises at reasonable times, upon 24 hours' prior notice, except in the case of an emergency, to make such repairs (including the bringing of materials that may be required therefor into or upon the Leased Premises) as Landlord may deem reasonably necessary without any such act constituting any eviction of Tenant in whole or in part, without Rent in any manner abating while such repairs are being made by reason of loss or interruption of Tenant's business in the Leased Premises, and without responsibility for any loss or damage to Tenant's business or property. Landlord agrees to avoid any unnecessary and unreasonable interference with the conduct of Tenant's business in the Leased Premises. Landlord's foregoing right of entry shall not be construed to impose upon Landlord any obligation or liability whatsoever for the maintenance or repair of the Leased Premises except as expressly provided in this Lease.

13. Insurance and Indemnification.

(a) Property Insurance. Landlord, at its cost and expense, shall maintain in full force and effect throughout the Lease Term special form causes of loss property insurance on the Building (formerly known as "all risk" coverage) for at least one hundred percent (100%) of its insurable value on a replacement cost basis, less the replacement cost of the foundation and other structural elements which are not commonly covered by policies of special form property insurance and including such endorsements and additional coverages as may be required by Landlord's mortgage lender or lien holder. Landlord may also maintain business interruption insurance and/or loss of "rental value" insurance in such amounts as Landlord shall reasonably deem necessary.

(b) Commercial Liability Insurance. Tenant, at Tenant's expense, shall maintain in full force and effect throughout the Lease Term a policy of commercial liability insurance, issued by a company or companies satisfactory to Landlord, naming Landlord, its property manager and its lender as additional insureds, and covering any and all claims for injuries to or death of persons and damage to property occurring in or upon the Leased Premises, in an amount not less than Two Million and No/100 Dollars ($2,000,000.00) for injury to or death of any one person; Five Million and No/100 Dollars ($5,000,000.00) for injury to or death of more than one person in the same accident or occurrence; and One Million and No/100 Dollars ($1,000,000.00) for damaged property arising out of any one accident or occurrence. If it becomes customary for other similar facilities in the Indianapolis metropolitan area to carry higher limits of liability coverage, Tenant shall, if requested by Landlord, increase the foregoing coverage to such customary limits.

(c) Insurance on Tenant's Property. All of Tenant's trade fixtures, equipment, merchandise and other personal property shall be kept at Tenant's sole risk and expense, and

Tenant, at Tenant's expense, shall maintain in full force and effect throughout the Lease Term property insurance on its trade fixtures, equipment, merchandise and other personal property in or upon the Leased Premises and all alterations, additions and improvements to the Leased Premises made by Tenant for their full insurable value on a replacement cost basis, if obtainable, and if not obtainable, for the full amount of the estimated cash value for such property.

(d) Workmen's Compensation. Tenant shall comply with the provisions of the workmen's compensation law and shall insure its liability thereunder.

(e) Policies of Insurance. For each type of insurance which Tenant is required to maintain under this Lease, Tenant shall furnish to Landlord an endorsed copy of such insurance policy showing that each such type of insurance is in full force and effect and naming Landlord, its property manager and its lender as additional insured. Tenant's insurance may not be amended or cancelled without ten (10) days' prior written notice to Landlord.

(f) Waiver of Subrogation. Each of the parties hereto hereby waives and releases any and all rights of recovery which it might have against the other for any loss or damage, whether or not caused by any alleged negligence of the other party, its agents, licensees or invitees, to the extent that such loss or damage is covered by any insurance required to be maintained under this Lease. Each policy of insurance required under this Lease shall contain an endorsement to such effect.

(g) Responsibility for Damages. Tenant assumes all risks and responsibilities for accidents, injuries or damages to person or property and agrees to indemnify and hold Landlord harmless from any and all claims, damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees) arising from or in connection with (i) the condition of those portions of the Leased Premises which Tenant is obligated to maintain, (ii) use or control of the Leased Premises, (iii) the conduct of Tenant's business from the Leased Premises, (iv) any act done by Tenant or any person coming on the Development by the license or invitation of Tenant, express or implied (except Landlord, its agents, contractors or employees), or (v) Tenant's breach of this Lease; provided, however, that the foregoing indemnity shall not apply to any claims to the extent arising by reason of Landlord's breach of this Lease or Landlord's, or its agents', contractors', employees' or licensees' negligence or intentional misconduct.

(h) Tenant's Waiver of Claims. Landlord shall not be liable for, and Tenant waives all claims against Landlord for, any injuries, damages (including, but not limited to, consequential damages) or losses of or to person, property or otherwise, sustained by Tenant and not covered by insurance, except to the extent resulting from Landlord's breach of this Lease or Landlord's or its agents', licensees', invitees' or employees' negligence or intentional misconduct. All property kept or stored in, upon or about the Leased Premises by Tenant shall be so kept or stored at the sole risk of Tenant, and Tenant shall hold Landlord harmless from any claims, costs or expenses, including reasonable attorneys' fees, arising out of damage thereto, except to the extent such claim arises out of negligent or intentional misconduct on the part of Landlord or its agents, licensees, invitees or employees.

14. Fire and Other Casualty. In the event of damage to, or total or partial destruction of, the Building or the Leased Premises or any fixtures, equipment, or systems which constitute a part of the Building or Leased Premises by fire or other casualty ("Casualty Damage"), the insurance proceeds, if any, which, as a result of the Casualty Damage, are payable under any fire or casualty insurance maintained by Landlord shall be payable to, and be the sole property of, Landlord, and, subject to the terms and conditions of this Section, Landlord shall cause the prompt and diligent repair and replacement of the Building and the Leased Premises as soon as reasonably possible so that it is in substantially the same condition as existed prior to the Casualty Damage; provided that Landlord shall not be obligated to repair or replace any item which was not part of Landlord's Work, including without limitation, any alterations, improvements or additions of or to the Leased Premises made by Tenant. Notwithstanding the foregoing provision of this Section 14, in the event: (a) the portions of the Leased Premises to be restored by Landlord are so damaged or destroyed that they cannot be restored within six (6) months after the date of the damage or destruction, (b) the damage or destruction is not covered by the policy of property insurance to be maintained by Landlord in accordance with Section 13 hereof and Landlord does not otherwise undertake to restore the Leased Premises within ninety (90) days after the date of such damage or destruction, (c) the insurance proceeds (reduced to the extent of any application thereof by Landlord's mortgagee to its mortgage debt) are insufficient for restoration of the Building and the Leased Premises and Landlord does not otherwise undertake such restoration within ninety (90) days after the date of such damage or destruction, or (d) applicable law does not permit the restoration of the Leased Premises to substantially the same condition as at the Commencement Date; then Landlord shall not be obligated to restore the Leased Premises and Landlord or Tenant may, after ninety (90) days following the damage or destruction, terminate and cancel this Lease upon fifteen (15) days' written notice to the other party, and all obligations hereunder except those due or mature shall thereupon cease and terminate. If more than 50% of the Leased Premises by square footage is damaged by a Casualty Damage that occurs during the last two (2) years of the second Extension Term, then Landlord or Tenant, at their respective option, may terminate this Lease upon ninety (90) days' written notice to the other party, and all obligations hereunder, except those due or mature, shall cease and terminate. Rent shall be abated proportionately (based upon the proportion that the unusable space in the Leased Premises due to a Casualty Damage bears to the total space in the Leased Premises) for each day that the Leased Premises or any part thereof is unusable by reason of any such Casualty Damage to the extent Tenant ceases to use or do business in such unusable portion of the Leased Premises.

15. Eminent Domain. In the event that all or a substantial part of the Leased Premises is taken or condemned for public or quasi-public use under any statute or by the right of eminent domain, or that in lieu thereof all or a substantial part of the Leased Premises is sold to a public or quasi-public body under threat of condemnation, and such taking, condemnation or sale renders the Leased Premises unsuitable for operation of the Tenant's business therein, this Lease shall, at the option of either party, terminate on the date possession of all or such part of the Leased Premises is transferred to the condemning authority. All Rent shall be paid up to the date of termination, and all compensation awarded or paid for the taking or sale in lieu thereof shall belong to and be the sole property of Landlord; provided, however, Landlord shall not be entitled to any award made to the Tenant for loss of business or cost of removal or relocation of stock and personal property.

16. Default by Tenant.

(a) Events of Default. Each of the following shall be deemed a default by Tenant:

(i) Tenant's failure to pay Rent as herein provided when due;

(ii) Tenant's failure to perform any other term, condition or covenant of this Lease to be observed by Tenant;

(iii) Tenant's vacation or abandonment of the Leased Premises, but only to the extent such vacation or abandonment results in a default with respect to any mortgage or similar financing documents affecting any portion of the Project, or results in increased premiums or reduced coverage with respect to any policies of insurance in place in connection with any portion of the Project or the cancellation of any such policies of insurance and provided that any temporary vacancy due to fire or other casualty or due to strikes or lockouts shall not constitute a default pursuant to this clause;

(iv) Tenant's failure to comply with the terms of Section 13 hereof;

(v) The sale of Tenant's leasehold interest hereunder pursuant to execution;

(vi) The adjudication of Tenant as a bankrupt;

(vii) The making by Tenant of a general assignment for the benefit of creditors;

(viii) The appointment of a receiver in equity for Tenant's property if such appointment is not vacated or satisfied within sixty (60) days from the date of such appointment;

(ix) The appointment of a trustee or receiver for Tenant's property in a reorganization, arrangement or other bankruptcy proceeding if such appointment is not vacated or set aside within sixty (60) days from the date of such appointment;

(x) Tenant's filing of a voluntary petition in bankruptcy or for reorganization or arrangement; or

(xi) Tenant's filing of an answer admitting bankruptcy or agreeing to reorganization or arrangement.

(b) Landlord's Rights Upon Tenant's Default. In the event of (i) any default provided in Section 16(a)(i) and the continuance of such a default for a period of five business days, (ii) any default provided in Section 16(a)(ii) and the continuance of such default for thirty (30) days following written notice from Landlord to Tenant (except in the event such default is of a nature as not to be reasonably susceptible to cure within said thirty (30) day period, in which case the period of cure shall be extended for up to an additional thirty (30) days (60 days total) so long as Tenant commences its efforts to cure within said thirty (30) day period and thereafter diligently pursues the same to completion), or (iii) any other default provided in foregoing Section 16(a) without any additional notice, grace or cure period, Landlord, in addition to any other rights or remedies at law or in equity, may:

(i) elect to terminate this Lease;

(ii) in the event that Tenant has failed to perform any of its covenants under this Lease other than a covenant to pay Rent, perform the covenant or covenants of Tenant which are in default (entering upon the Leased Premises for such purpose, if necessary), and Landlord's performance of any such covenant shall not be construed as a waiver of Tenant's default or of any other right or remedy of Landlord in respect of such default, nor as a waiver of any covenant, term or condition of this Lease; or

(iii) to the extent permitted by applicable laws, immediately re-enter upon the Leased Premises, remove all persons and property therefrom, and store such property in a public warehouse or elsewhere at the sole cost and for the account of Tenant, all without service of notice or resort to legal process, without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and without such re-entry being deemed to terminate this Lease.

(c) Re-Letting. In the event Landlord re-enters upon the Leased Premises as provided in Section 16(b)(iii), or takes possession of the Leased Premises pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may either terminate this Lease, or from time to time without terminating this Lease, make alterations and repairs for the purpose of re-letting the Leased Premises and re-let the Leased Premises or any part thereof for such term or terms (which may extend beyond the term of this Lease) at such rental and upon such other terms and conditions as Landlord reasonably deems advisable. Upon each entry and re-letting, all rentals received from such re-letting shall be applied: first to all of Landlord's expenses in connection with such entry and re-letting, including, but not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees and disbursements, contributions to work, costs of alterations and repairs, and all other expenses of preparing the Leased Premises for such re-letting; second, to the payment of Rent and any other indebtedness due and unpaid hereunder; and the remainder, if any, shall be held by Landlord and applied in payment of future Rent as it becomes due and payable hereunder. If the rentals received from such re-letting during any month are less than amounts to be paid hereunder by Tenant during that month, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No re-entry or taking of possession by Landlord of the Leased Premises shall be construed as an election to terminate this Lease unless a written notice of termination is given to Tenant. Notwithstanding any re-letting without termination, Landlord may at any time thereafter elect to terminate this Lease for Tenant's previous default.

(d) Damages Upon Termination. In the event that Landlord at any time terminates this Lease for any default by Tenant, in addition to any other remedies Landlord may have, Landlord may recover from Tenant all damages Landlord may incur by reason of such default, including costs of recovering the Leased Premises, making alterations and repairs for the purpose of re-letting, brokerage commissions, reasonable attorneys' fees, and the value at the time of such termination of the excess (if any) of the amount of Rent reserved in this Lease for the remainder of the Lease Term in excess of the then reasonable rental value of the Leased Premises for the remainder of the Lease Term, less any reasonably anticipated vacancy period. All such amounts shall be immediately due and payable from Tenant to Landlord.

(e) Default Indemnification. Upon any default by Tenant hereunder, Tenant shall indemnify and hold harmless Landlord from and against any and all claims, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) incurred by Landlord and arising from, or in connection with, such default by Tenant or the exercise by Landlord of its rights and remedies with respect to such default.

17. Surrender. Upon the expiration of the Lease Term or earlier termination of this Lease, Tenant shall quit and surrender to Landlord the Leased Premises, broom clean and in good order, condition and repair, ordinary wear and tear and acts of Casualty Damage which Landlord is obligated to repair or replace excepted; provided, that Tenant shall remove any personal property, trade fixtures, furniture, property affixed to the Leased Premises or improvements, additions or alterations to the Leased Premises which Landlord directs Tenant to remove and repair any damage to the Leased Premises caused by such removal. If Tenant shall fail to remove any of such items, Landlord may cause all or any portion of such items to be removed at Tenant's expense. Tenant hereby agrees to pay all costs and expenses of any removal and of the repair of any damage to the Leased Premises caused by such removal. Any and all property remaining on the Leased Premises after the expiration of the Lease Term or earlier termination of this Lease shall, at the option of Landlord, become the property of Landlord and Landlord may dispose of and/or remove any such property without any liability whatsoever to Tenant. Tenant's obligation to observe and perform these covenants shall survive the expiration of the Lease Term or earlier termination of this Lease.

18. Subordination. This Lease is and shall be subject and subordinate to the lien of any mortgage or any other method of financing or refinancing now or hereafter encumbering the Leased Premises (the "Mortgage Lien"), and to all advances made, or hereafter to be made, upon the security thereof; provided, however, that upon the written request of Landlord the Tenant shall promptly execute and deliver a recordable subordination, non-disturbance and attornment agreement in the form of Exhibit E attached hereto and incorporated herein by this reference or in such other form reasonably acceptable to such Mortgage Lien lender and Landlord. If any proceedings are brought for the foreclosure of any Mortgage Lien, then Tenant shall: (a) attorn to the purchaser upon any sale resulting directly or indirectly from such proceedings; and (b) recognize the purchaser as Landlord hereunder. Upon request by Landlord, Tenant shall execute and deliver an estoppel certificate in the form of Exhibit F attached hereto and incorporated herein by this reference, or in any other form as may be reasonably requested by Landlord or any purchaser, mortgage lender, or lien holder.

19. Covenant of Quiet Enjoyment. Landlord agrees that if Tenant performs all the covenants and agreements herein provided to be performed by Tenant, Tenant shall, at all times during the Lease Term, subject to the terms of this Lease, have the peaceable and quiet enjoyment of possession of the Leased Premises without any manner of hindrance from Landlord or any persons claiming under Landlord.

20. Mechanic's Liens. Tenant shall not suffer or give cause for the filing of any mechanic's lien against the Project, Development or Leased Premises. In the event any mechanic's lien is filed against the Project, Development or Leased Premises or any part thereof for work claimed to have been done for, or material claimed to have been furnished to, Tenant, Tenant shall cause such mechanic's lien to be discharged of record within ten (10) days after filing, by bonding (or as provided or required by law or in any other lawful manner), or shall provide evidence that the lien is being contested by proceedings adequate to prevent foreclosure of the lien, together with satisfactory indemnity (in an amount not less than one hundred fifty percent (150%) of the claimed lien) to Landlord within thirty (30) days after the filing thereof. Tenant shall indemnify and hold harmless Landlord from all claims, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) incurred by Landlord as a result of, or in connection with, any such mechanic's lien. All liens suffered or caused by Tenant shall attach to Tenant's interest only. Nothing in this Lease shall be deemed or construed to constitute consent to, or request of, any party for the performance of any work for, or the furnishing of any materials to, Tenant, nor as giving Tenant the right or authority to contract for, authorize, or permit the performance of any work or the furnishing of any materials that would permit the attaching of a mechanic's lien.

21. Notices. Any notice, election or other communication provided for or required by this Lease shall be in writing and shall be delivered by hand, by nationally recognized overnight delivery service, by certified or registered mail, return receipt requested, postage prepaid, or by facsimile or email transmission followed by delivery of the hard copy of such communication by overnight delivery service or mail as aforesaid, addressed to the party to whom such notice is intended to be given at such address as such party may have previously furnished in writing to the other party or to such party's last known address. In the case of any communication which requires a response within a specified period of time pursuant to the terms of this Lease, the time period in which such response must be given shall commence upon the date of actual receipt of a hard copy of any such communication. Delivery to any officer, partner, agent or employee of a party at the designated address of such party shall constitute actual receipt for purposes hereof. Until receipt of written notice to the contrary, the parties' addresses for notices shall be:

Landlord: Park 70 Partners, L.P.
c/o Browning Investments, Inc.
6100 West 96th Street, Suite 250
Indianapolis, IN 46278
Attention: David S. Gabovitch
Facsimile: (317) 344-7400

with a copy to: Faegre Baker Daniels LLP
600 East 96th Street, Suite 600
Indianapolis, Indiana 46240-3789
Attention: John F. Hirschman
Facsimile: (317) 569-9600

Tenant: Spectra Premium (USA) Corp.
c/o Spectra Premium Inc.
1421 Ampere Street
Boucherville, Quebec
Canada J4B 5Z5
Attention: DENIS POIRIER
Facsimile: 450-641-4570

22. Miscellaneous Provisions.

(a) Memorandum of Lease. The parties hereto shall not record this Lease, but each party shall execute upon request of the other a "memorandum of lease" suitable for recording. All costs and expenses associated with recording a "memorandum of lease" shall be borne by the party requesting execution of such document.

(b) Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating between the parties hereto the relationship of principal and agent, partnership, joint venture, or any relationship other than the relationship of landlord and tenant.

(c) Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent due hereunder shall be deemed to be other than on account of the Rent first due hereunder. No endorsement or statement on any check or letter accompanying any check or payment of Rent shall be deemed to be an accord and satisfaction, and Landlord may accept any such check or payment without prejudice to the right of Landlord to recover the balance of such Rent or to pursue any other right or remedy.

(d) Severability. The invalidity or unenforceability of any particular provision of this Lease shall not affect the other provisions, and this Lease shall be construed in all respects as if such invalid or unenforceable provision had not been contained herein.

(e) Authority. Each person executing this Lease represents and warrants that he or she has been duly authorized to execute and deliver this Lease by the entity for which he or she is signing, and this Lease is the valid and binding agreement of such entity, enforceable in accordance with its terms.

(f) Waivers. No waiver of any covenant or condition or the breach of any covenant or condition of this Lease shall be deemed to constitute a waiver of any subsequent breach of such covenant or condition or justify or authorize a non-observance upon any occasion of such covenant or condition or any other covenant or condition. The acceptance of Rent by Landlord at any time when Tenant is in default of any covenant or condition shall not be construed as a waiver of such default or Landlord's right to terminate this Lease on account of such default.

(g) Remedies Cumulative. The remedies of Landlord and Tenant hereunder shall be cumulative, and no one of them shall be construed as exclusive of any other or of any remedy provided by law or in equity. The exercise of any one such right or remedy by the Landlord or Tenant shall not impair its standing to exercise any other such right or remedy.

(h) Severability. The invalidity or unenforceability of any particular provision of this Lease shall not affect the other provisions, and this Lease shall be construed in all respects as if such invalid or unenforceable provision had not been contained herein.

(i) Benefit of Persons Affected. Subject to the provisions of Section 11, this Lease and all of the terms and provisions hereof shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of Landlord and Tenant except as otherwise expressly provided herein.

(j) Construction. Whenever in this Lease a singular word is used, it shall also include the plural wherever required by the context and vice versa. All indemnities set forth herein shall survive the expiration or earlier termination of this Lease. The captions of this Lease are for convenience only and do not in any way limit or alter the terms and conditions of this Lease. All references in this Lease to periods of days shall be construed to refer to calendar, not business, days, unless business days are specified. Notwithstanding anything to the contrary anything set forth herein, if Landlord is delayed in, or prevented from, completing Landlord's Work or otherwise observing or performing any of its covenants hereunder or satisfying any condition or requirement hereunder as the result of an act or omission of Tenant or any other cause which is not within the control of Landlord (including, without limitation, inclement weather, the unavailability of materials, equipment, services or labor and utility or energy shortages or acts or omissions of public utility providers), then such completion, correction, observation, performance, or satisfaction shall be excused for the period of days that such completion, correction, observation, performance, or satisfaction is delayed or prevented, and the dates and deadlines for completion, observation, performance, and satisfaction set forth herein, as applicable, shall be extended for the same period.

(k) Entire Agreement; Amendments. This instrument contains the entire agreement between the parties hereto with respect to the subject matter hereof. All representations, promises and prior or contemporaneous undertakings between such parties are merged into and expressed in this instrument, and any and all prior agreements between such parties are hereby cancelled. The agreements contained in this instrument shall not be amended, modified, or supplemented except by a written agreement duly executed by both Landlord and Tenant.

(l) Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Indiana.

(m) Counterparts. This Lease may be executed in separate counterparts, each of which when so executed shall be an original; but all of such counterparts shall together constitute but one and the same instrument.

(n) Attorneys' Fees. In the event that any proceeding or litigation is commenced by either party to enforce the terms of this Lease, the prevailing party in such litigation shall be entitled to recover from the other party its reasonable attorneys' fees and expenses incurred in connection with and incidental to such litigation and arbitration, including the reasonable cost of in-house counsel and any appeals. The "prevailing party" shall include, but is not limited to, a party whose claim is substantially sustained in an action, a party who is granted equitable relief or a party who dismisses an action or settles a claim in exchange for a payment of substantially the sum allegedly due.

(o) Financial Statements. During the Lease Term, at any time and from time to time, Tenant shall provide to Landlord within ten (10) business days after Landlord's request, a copy of Tenant's most recent financial statements. Such financial statements shall be audited and signed by Tenant, who shall attest to the truth and accuracy of the information set forth in each such financial statement. Landlord covenants and agrees to maintain the confidentiality of Tenant's financial statements; provided, however, that Landlord shall be permitted to share Tenant's financial statements with accountants, attorneys, other professionals, lenders, potential lenders, investors, potential investors, potential owners of the Building and similar parties so long as Landlord discloses to such parties the confidential nature of Tenant's financial statements.

23. Limitation of Liability. The term "Landlord" as used in this Lease, as far as the covenants and agreements of Landlord in this Lease are concerned, shall be construed to mean only the holder or holders of Landlord's interest in this Lease at the time in question. In the event of any transfer or conveyance of Landlord's interest under this Lease or in the Leased Premises, then the Landlord herein named (and in case of any subsequent transfer, the then transferor) shall be automatically freed and relieved, as to occurrences after the date of such transfer, from all duties and obligations relating to the performance of any covenants or agreements on the part of Landlord to be performed or observed after such transfer. Notwithstanding anything to the contrary provided in this Lease, no officer, official, director, partner, agent, trustee, beneficiary, or employee of Landlord shall be personally liable for the performance or nonperformance of any agreement, covenant or obligation of Landlord hereunder, and Tenant's remedies shall not include a personal money judgment against Landlord or against any of the foregoing persons. Tenant's sole and exclusive remedy at law or in equity shall be to proceed against and foreclose the interest and title of Landlord (or such successor in interest) in and to the Leased Premises (and the proceeds from the sale of such interest and title as to any liability for a default not cured or satisfied in full) for the satisfaction of each and every remedy of Tenant in the event of any breach by Landlord (or by such successor in interest) of any of Landlord's obligations hereunder.

24. **Brokers**. The parties hereby represent and warrant that the only real estate brokers involved in the negotiation and execution of this Lease are CBRE, Inc. and Summit Realty Group (collectively, the "Brokers") and that no party other than Brokers is entitled, as a result of the actions of the respective party, to a commission or other fee resulting from the execution of this Lease. Landlord shall pay Brokers all commissions owed Brokers in connection with this Lease pursuant to the terms of separate listing and/or commission agreements. Landlord and Tenant each agree to indemnify and hold harmless one another against any loss, liability, damage or claim incurred by reason of any brokerage commission or finder's fee alleged to be payable to anyone other than Brokers because of any act, omission or statement of the indemnifying party. Such indemnifying obligation shall be deemed to include the payment of reasonable attorneys' fees and court costs incurred in defending any such claim. Landlord shall pay any commissions due Brokers based on this Lease pursuant to separate agreements between Landlord and Brokers.

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

IN WITNESS WHEREOF, the parties have executed or caused the execution of this Lease by their respective officers duly authorized as of the day and year first above written.

Landlord:

PARK 70 PARTNERS, L.P.,
a Delaware limited partnership

By: PARK 70 ASSOCIATES, LLC,
its General Partner

By: BROWNING INVESTMENTS, INC.,
an Indiana corporation, its Manager

By: ______________________

Name: Dennis M. Dye
Title: Executive Vice President

Tenant:

SPECTRA PREMIUM (USA) CORP.,
a Delaware corporation

By: ______________________

Name: Denis Poirier
Title: Treasurer

ERREUR ! NOM DE PROPRIETE DE DOCUMENT INCONNU.

LIST OF EXHIBITS

Letter of Agreement dated July 24, 2013

Letter Agreement

THIS AGREEMENT is made as of the 24th day of July, 2013 by and between **Park 70 Partners, L.P.**, a Delaware limited partnership ("Landlord"), and **Spectra Premium (USA) Corp.** a Delaware corporation ("Tenant").

WHEREAS, by that certain Lease (hereinafter called "Lease") made as of April 15, 2013, Landlord leased to Tenant certain premises (the "Leased Premises") known as Axcess70 Building 2, 3052 North Distribution Way, Greenfield, Indiana;

WHEREAS, Landlord and Tenant now desire to set forth the Commencement Date of the term of the Lease and to acknowledge Tenant's acceptance of the Leased Premises; and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Lease.

NOW, THEREFORE, Landlord and Tenant do hereby agree as follows:

1. Tenant has accepted possession of the Leased Premises subject to Landlord's completion of the Punchlist Items listed on Exhibit A attached hereto.

2. Except for the Punchlist Items listed on Exhibit A attached hereto, Landlord has completed the Landlord's Work.

3. The Substantial Completion Date and Commencement Date occurred on July 17, 2013, and shall expire on December 17, 2018, unless sooner terminated or extended as provided therein.

4. Except as hereby amended, the Lease shall continue in full force and effect in accordance with its terms.

5. This Agreement shall be binding on the parties hereto, their heirs, executors, successors and assigns.

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

Landlord:

PARK 70 PARTNERS, L.P.,
a Delaware limited partnership

By: PARK 70 ASSOCIATES, LLC,
its General Partner

By: BROWNING INVESTMENTS, INC.,
an Indiana corporation, its Manager

By: ______________________________

Name: ____________________________
Title: ____________________________

Tenant:

SPECTRA PREMIUM (USA) CORP.,
a Delaware corporation

By: [signature]

Name: Nizouar Beyonor
Title: VP Legal Affairs

Exhibit A

Punchlist

See attached.

Browning Construction

Spectra Premium Corporation

Punch List

July 23, 2013

All Punch List items must be completed by the date noted below. Please schedule punch list work with ERIC CROUCH (PHONE #413-1853)
All retainage will be released upon completion and approval of all respective punch list items.

Item#	Floor	Room/location	Position	Description	Author	Responsibility	Date Inspected	Scheduled Completion	Date Verified Completed	Confirmed By
1	1	General Note		Final clean all surfaces.	JAR	BCI	07/23/13	07/25/13		
2	1	General Note		Install door mutes.	JAR	RDY	07/23/13	07/25/13		
3	1	101		Install aluminum door 101.	JAR	AGM	07/23/13	07/25/13		
4	1	101		Paint bulkhead above glass vestibule.	JAR	Vision	07/23/13	07/25/13		
5	1	102		Repair drywall and paint East wall next to exterior window.	JAR	RDY / Vision	07/23/13	07/25/13		
6	1	102		Repaint outside edge of door frame.	JAR	Vision	07/23/13	07/25/13		
7	1	102		Clean paint off of base behind the door.	JAR	Vision	07/23/13	07/25/13		
8	1	103		Repaint outside edge of door frame.	JAR	Vision	07/23/13	07/25/13		
9	1	103		Repair drywall and paint South wall at the base.	JAR	RDY / Vision	07/23/13	07/25/13		
10	1	103		Repair drywall and paint North wall by the ceiling.	JAR	RDY / Vision	07/23/13	07/25/13		
11	1	104		No items.	JAR		07/23/13	07/25/13		
12	1	105		Clean paint off of base by door 107.	JAR	Vision	07/23/13	07/25/13		
13	1	105		Repaint outside edge of door frame 108.	JAR	Vision	07/23/13	07/25/13		
14	1	105		Repair damaged ceiling tile by storefront.	JAR	RDY	07/23/13	07/25/13		
15	1	106		No items.	JAR		07/23/13	07/25/13		
16	1	107		Repair drywall and paint on the North wall by the ceiling.	JAR	RDY / Vision	07/23/13	07/25/13		
17	1	107		Install missing screws in door 107.	JAR	RDY	07/23/13	07/25/13		
18	1	107		Touch up paint by door frame.	JAR	Vision	07/23/13	07/25/13		
19	1	107		Install missing ceiling tile.	JAR	RDY	07/23/13	07/25/13		
20	1	107		Repair damaged ceiling tile by sprinkler head.	JAR	RDY	07/23/13	07/25/13		
21	1	108		Touch up paint on East wall above desk.	JAR	Vision	07/23/13	07/25/13		
22	1	109		Install access panel.	JAR	RDY	07/23/13	07/25/13		
23	1	109		Repair damaged ceiling tile adjacent to lights by the power pole.	JAR	RDY	07/23/13	07/25/13		
24	1	109		Reset light diffusser.	JAR	Gaylor	07/23/13	07/25/13		
25	1	109		Repair damaged ceiling tile by door 115.	JAR	RDY	07/23/13	07/25/13		
26	1	110		Install missing ceiling tile.	JAR	RDY	07/23/13	07/25/13		
27	1	111		No items.	JAR		07/23/13	07/25/13		
28	1	112		Remove ceiling wire hanging through the return grill.	JAR	RDY	07/23/13	07/25/13		
29	1	113		Caulk side splashes	JAR	Antreasian	07/23/13	07/25/13		
30	1	114		Replace broken ceiling tile at wing wall by the sink.	JAR	RDY	07/23/13	07/25/13		
31	1	114		Caulk side splashes	JAR	Antreasian	07/23/13	07/25/13		
32	1	114		Repair damaged ceiling tile by sprinkler head.	JAR	RDY	07/23/13	07/25/13		
33	1	115		No items.	JAR		07/23/13	07/25/13		
34	1	116		Install door hardware.	JAR	RDY	07/23/13	07/25/13		
35	1	116		Finish drywall and paint the light switch repair.	JAR	RDY / Vision	07/23/13	07/25/13		
36	1	116		Install missing ceiling tile.	JAR	RDY	07/23/13	07/25/13		
37	1	116		Repair drywall and paint holes on West wall by water heater.	JAR	RDY / Vision	07/23/13	07/25/13		
38	1	116		Install base.	JAR	Certified	07/23/13	07/25/13		

Second Amendment to Lease dated July 11, 2018

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE ("Second Amendment") is made and entered into this ~~26~~ 11th day of ~~June~~ July, 2018, by and between INDIANA BECKNELL INVESTORS 2011 LLC, a Delaware limited liability company, hereinafter called "Landlord", and SPECTRA PREMIUM (USA) CORP., hereinafter called "Tenant". Capitalized terms not otherwise defined herein shall have the meanings given to them in the Lease (as defined below).

WHEREAS, Lessee and Lessor's predecessor in-interest, Park 70 Partners, L.P., entered into that certain lease agreement dated April 15, 2018, as amended by that certain that certain Letter Agreement dated July 24, 2013 (as so amended, the "Lease"), for a building containing approximately 250,000 square feet located at 3052 North Distribution Way, Greenfield, IN (the "Premises"); and,

WHEREAS, Park 70 Partners L.P., assigned all of its right, title and interest in and to the Lease to Indiana Becknell Investors 2011 LLC by that certain Assignment and Assumption Agreement dated July 30, 2013; and,

WHEREAS, as provided in Section 2(b) the Tenant may exercise its Extension Option by sending the Tenant's Renewal Notice no later than 6 months prior to the expiration of the Lease term.

WHEREAS, the parties now desire to amend the provisions of the Lease as set forth hereunder;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged and agreed, Landlord and Tenant hereby agree that the Lease is amended as follows:

1. The parties agree that the date for the Tenant to deliver its Tenant's Renewal Notice as set forth in Section 2(b) of the Lease is hereby extended until July 31, 2018.
2. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument. To facilitate execution of this Second

Amendment, the parties may execute and deliver counterparts hereof (or counterparts of the signature page or pages hereof) by email or electronic transmission and such email or electronic transmitted counterparts will be binding and enforceable to the same extent as originals thereof.

3. Except as modified by this Second Amendment, the remaining terms and conditions of the Lease remain unchanged and in full force and effect.

Signatures on following page

LANDLORD:

INDIANA BECKNELL INVESTORS 2011 LLC, a Delaware limited liability company

By BECKNELL INDUSTRIAL OPERATING PARTNERSHIP, L.P., sole member

By BECKNELL INDUSTRIAL OPERATING PARTNERSHIP GP, LLC, its general partner

By: ______________________

Its: authorized signatory

PEH YEK

TENANT:

SPECTRA PREMIUM (USA) CORP., a Delaware corporation

By: ______________________

Its: V.P. Operations

Third Amendment to Lease dated May 28, 2019

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE ("Third Amendment") is made and entered into this 28 day of May, 2019, by and between INDIANA BECKNELL INVESTORS 2011 LLC, a Delaware limited liability company, hereinafter called "Landlord", and SPECTRA PREMIUM (USA) CORP., hereinafter called "Tenant". Capitalized terms not otherwise defined herein shall have the meanings given to them in the Lease (as defined below).

WHEREAS, Tenant and Landlord's predecessor in-interest, Park 70 Partners, L.P., entered into that certain lease agreement dated April 15, 2013, as amended by that certain Letter Agreement dated July 24, 2013, and amended again by that certain Second Amendment to Lease dated July 11, 2018 (as so amended, the "Lease"), for a building containing approximately 250,000 square feet located at 3052 North Distribution Way, Greenfield, IN (the "Premises"); and,

WHEREAS, Park 70 Partners L.P., assigned all of its right, title and interest in and to the Lease to Indiana Becknell Investors 2011 LLC by that certain Assignment and Assumption Agreement dated July 30, 2013; and,

WHEREAS, on or about August 31, 2018 Tenant entered into that certain Build to Suit Lease, as amended, with Alliance Interstate Park Becknell Investors LLC, a Delaware limited liability company, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A," for the leasing of certain space (hereinafter, the "BTS Lease); and

WHEREAS, the term of the Lease expired on December 17, 2018 (the "Scheduled Expiration Date"); and,

WHEREAS, since the Scheduled Expiration Date, Tenant, with Landlord's consent, continues to occupy the Premises on all the same terms and conditions set forth in the Lease other than the term which has been on a month-to-month basis and changes to monthly Base Rent and Additional Rent; and, WHEREAS, in consideration of, and as an inducement for Landlord entering into the Lease with Tenant, Spectra Premium Industries Inc., a Canadian Corporation ("Guarantor") provided a guaranty (the "Guaranty") for the payment and performance of all of Tenant's obligations under the Lease

WHEREAS, Landlord and Tenant desire to make certain modifications to the Lease as set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged and agreed, Landlord and Tenant hereby agree that the Lease is amended as follows:

1. The parties agree that the Recitals set forth above are accurate and are hereby incorporated into this Third Amendment.
2. Landlord and Tenant hereby acknowledge and agree that the term of the Lease expired on the Scheduled Expiration Date and that Tenant has been a month-to-month Tenant, on all the same terms and conditions set forth in the Lease from the Scheduled Expiration Date until the execution date of this Third Amendment. Landlord and Tenant hereby reinstate, confirm, ratify, and adopt the Lease.
3. The Lease Term is hereby extended until 11:59 p.m. on the date that is three (3) month's after the Commencement Date of the BTS Lease, as defined in Section 3 therein (the "Expiration Date").
4. Tenant shall pay Base Rent to Landlord, as defined in Section 3 of the Lease, in the amount of Thirty-Three Thousand One Hundred Eight and 87/100's ($33,108.87) for the partial month of December 18, 2018 through December 31, 2018. The parties acknowledge and agree that Tenant has previously paid the sum of Thirty-Two Thousand Four Hundred Fifty-Nine and 68/100's ($32,459.68) towards Base Rent for the partial month of December 2018 and, therefore, the additional sum of Six Hundred Forty-Nine and 19/100's Dollars

($649.19) is due to Landlord from Tenant for Base Rent for the partial month of December 2018 under the Lease.

5. Commencing on January 1, 2019, Tenant shall pay Base Rent to Landlord as defined in Section 3 of the Lease, in the amount of Seventy-Three Thousand Three Hundred Twelve Dollars and 50/100's ($73,312.50) per month and Tenant shall continue to pay Base Rent on or before the 1st day of each month thereafter in accordance with the terms and conditions of the Lease through December 31, 2019 unless the Expiration Date, as defined in this Third Amendment, falls during the calendar year 2019, in which case Base Rent for the month in which the Expiration Date falls shall be prorated accordingly. The parties acknowledge and agree that Tenant has made Base Rent payments to Landlord for the months of January, February, March, April, and May 2019 in the amount of Seventy-One Thousand Eight Hundred Seventy-Five and NO/100's Dollars ($71,875.00) per month and, therefore, the additional sum of Seven Thousand One Hundred Eighty Seven and 50/100's ($7,187.50) is due to Landlord from Tenant for Base Rent for the months of January, February, March, April, and May 2019 under the Lease.
6. The parties acknowledge and agree that total combined sum of additional Base Rent due from Tenant to Landlord under Section 4 and Section 5 above is Seven Thousand Eight Hundred Thirty-Six and 69/100's ($7,836.69) which shall be paid to Landlord concurrent with Tenant's execution hereof.
7. Should the Expiration Date occur after the calendar year 2019, commencing on January 1, 2020, Tenant shall pay Base Rent to Landlord, as defined in Section 3 of the Lease, in the amount of Seventy-Four Thousand Seven Hundred Seventy-Eight and 75/100's Dollars ($74,778.75) per month and Tenant shall continue to pay Base Rent on or before the 1st day of each month thereafter in accordance with the terms of the Lease until the Expiration Date as defined in this Third Amendment. Should the Expiration Date fall on any day other than the last day of the month, Base Rent for the said month that that Expiration Date falls shall be prorated accordingly.

8. The parties acknowledge and agree that Tenant has paid Additional Rent due and owning under the Lease for the months of December 2018 and January 2019 and no further Additional Rent is due Landlord for those months.
9. Additionally, Landlord hereby notifies Tenant that Landlord's estimate of Tenant's share of Additional Rent changed as of February 1, 2019 and the new Landlord's estimate of Tenant's share of Additional Rent is to be the amount of Seven Thousand Eight Hundred Sixty-Six and 93/100's Dollars ($7,866.93) per month. Accordingly, Landlord and Tenant hereby acknowledge and agree that Tenant shall make monthly estimated Additional Rent payments in the amount of Seven Thousand Eight Hundred Sixty-Six and 93/100's Dollars ($7,866.93) on or before February 1, 2019, and shall continue on or before the first day of each month thereafter, until a new determination of Additional Rent is made by Landlord pursuant to the Lease. The Parties acknowledge and agree that Tenant has paid estimated Additional Rent monthly payments for the months of February, March, April, and May 2019 and that the next such estimated Additional Rent payment shall be made June 1, 2019.
10. Notwithstanding anything to the contrary in Section 10 or Section 6 of the Lease, the parties hereby acknowledge and agree that the Landlord shall make certain pavement repairs (the "Pavement Repairs"), as more fully shown on the attached site plan attached hereto and incorporated herein as Exhibit "B". It is further acknowledged and agreed by the parties, that Landlord shall make such Pavement Repairs in a good and workmanlike manner (to ensure that the parking of the Premises remains in good condition until the expiration of the Lease, provided however that Landlord shall have no obligation to make any further repairs, perform any maintenance to, or otherwise restore the parking areas to a good condition, if the cause of the physical decline, damage, or necessary repairs or maintenance to the parking areas is necessitated or caused by Tenant's negligence or willful misconduct) and Tenant shall pay Landlord One Hundred Twenty-Five Thousand and NO/100's Dollars ($125,000.00) (the "Pavement Repairs Payment") towards the cost of the Pavement Repairs,

regardless of whether the final actual cost of the Pavement Repairs is more or less than the Pavement Repairs Payment, on, or before, September 30, 2019, regardless of when the Pavement Repairs are completed. The requirement that Tenant pay to Landlord the Pavement Repairs Payment contained in this Section 5 of the Third Amendment shall survive the termination of the Lease.

11. The parties acknowledge and agree that any temporary inconvenience, interference, or disruption to Tenant's business operation and/or parking during the completion of the Paving Repairs shall not constitute a constructive eviction of Tenant or give rise to any Tenant claims against Landlord.

12. Guarantor joins in this Third Amendment to confirm that (a) the Guaranty remains in full force and effect, (b) Guarantor consents to Tenant entering into this Third Amendment, and (c) that the reference in the Guaranty to the "Lease" shall mean the Lease as modified by this Third Amendment.

13. This Third Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument. To facilitate execution of this Third Amendment, the parties may execute and deliver counterparts hereof (or counterparts of the signature page or pages hereof) by email or electronic transmission and such email or electronic transmitted counterparts will be binding and enforceable to the same extent as originals thereof.

14. Except as modified by this Third Amendment, the remaining terms and conditions of the Lease remain unchanged and in full force and effect.

{signatures on following page}

LANDLORD:

INDIANA BECKNELL INVESTORS 2011 LLC, a Delaware limited liability company

By BECKNELL INDUSTRIAL OPERATING PARTNERSHIP, L.P., sole member

By BECKNELL INDUSTRIAL OPERATING PARTNERSHIP GP, LLC, its general partner

By:__________________________

Its: authorized signatory

TENANT:

SPECTRA PREMIUM (USA) CORP., a Delaware corporation

By: Jacques Mombleau

Its: CEO

GUARANTOR:

SPECTRA PREMIUM INDUSTRIES INC.,

A Canadian corporation

By: Jacques Mombleau

Its: CEO

EXHIBIT “A”

EXHIBIT "B"

Exhibit R-3

Lease Agreement dated August 31, 2018

LEASE

THIS AGREEMENT OF LEASE ("Lease") is made and entered into this 31st day of August, 2018 by and between ALLIANCE INTERSTATE PARK INDIANA BECKNELL INVESTORS LLC, a Delaware limited liability company, hereinafter called "Lessor", and SPECTRA PREMIUM (USA) CORP., a Delaware corporation, hereinafter called "Lessee".

W I T N E S S E T H:

1. **PREMISES; PARKING**: (a) Lessor, in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by Lessee and upon the conditions hereinafter set forth, does hereby lease to Lessee certain premises consisting of a 535,800 total square foot building (the "Building") to be constructed on certain real property located in Greenfield, Indiana (the "Land"; the Building and Land are sometimes hereinafter referred to collectively as the "Premises"), all as more particularly shown and described on Exhibits "A" and "A-1" attached hereto and incorporated herewith, which Premises are located in the Alliance Interstate Park, Greenfield, Indiana (the "Park").

(b) During the Term (as defined below), Lessee and its agents, employees, invitees, and customers shall have the exclusive right to use the entirety of the Premises, including the parking areas and spaces, access roads, entry ways and sidewalks located on the Land.

2. **CONSTRUCTION**: Upon the execution of this Lease, Lessor shall proceed to complete construction of the Building and Site Improvements (as defined in the Work Letter attached hereto and incorporated herewith as Exhibit "B") pursuant to and in accordance with the Final Plans and Specifications (as defined in the Work Letter) and the terms and conditions contained in this Lease and in the Work Letter.

3. **TERM; SURRENDER**:

(a) This Lease shall be effective as of the date hereof, however the term of this Lease shall commence on the earlier of (i) the date Lessee occupies the Premises and commences operations, or (ii) the date Lessor has Substantially Completed (as defined in Section 6 of Exhibit B, attached hereto) Lessor's Work (the "Commencement Date"), and shall extend for a period of one hundred twenty-three (123) months from the last day of the calendar month in which the Commencement Date falls ("Initial Term"). For purposes of this Lease, the word "Term" shall mean the Initial Term and any Renewal Term, as defined and set forth below. For the purpose of better evidencing the Commencement Date, Lessor and Lessee shall execute an addendum to this Lease setting forth the same.

(b) Upon either the expiration of the Term or the termination of this Lease, Lessee shall immediately surrender the Premises to Lessor in broom clean condition, expressly except for ordinary wear and tear, casualty and condemnation damage and repairs that are the obligation of Lessor hereunder. Lessee shall remove all of Lessee's property therefrom, except as otherwise expressly provided in this Lease. Lessee shall surrender to Lessor any and all keys, access cards, computer codes or any other items used to access the Premises.

4. **RENT**: During the Initial Term, Lessee shall pay to Lessor at the address stated herein, or to such other person or at such other place as Lessor may designate in writing, base rent as shown in the schedule attached hereto and incorporated herewith as Exhibit "C" ("Base Rent"). Base Rent and Additional Rent (as defined below) are sometimes hereinafter referred to collectively as the "Rent." Rent shall be paid in monthly installments on or before the first day of every month during the Term without demand. If the Commencement Date happens to fall on a day other than the first day of a calendar month, then for the first partial month in which a full Rent payment is due hereunder, Lessee shall pay a Rent payment prorated on a per diem basis.

If Lessee does not pay a Rent payment, or any other sum due and owing hereunder, in full within five (5) days of becoming due, a ten percent (10%) late fee shall be paid by Lessee to Lessor in addition to the Rent, or other installment due under this Lease. Any installment of Rent and any other sum due from Lessee under this Lease which is not received by Lessor within five (5) days from when the same is due, shall bear interest from the date such payment was originally due under this Lease until paid at an annual rate equal to ten percent (10%) per annum.

In addition to the Base Rent, Lessee shall pay to Lessor each month and with each payment contemplated hereby as "Additional Rent" a sum equal to any sales or use tax, franchise tax, tax on rentals, and any other charges, taxes and/ or impositions, now in existence or hereafter imposed by any governing body based upon the privilege of renting the Premises or any portion thereof or upon the amount of rent collected therefor. Nothing herein shall, however, require Lessee to pay any part of any federal and State income or inheritance taxes imposed upon Lessor.

5. **UTILITIES**: Lessee shall pay directly to the applicable utility provider all charges for heat, electricity, and other public utilities incurred by the Lessee in the use of the Premises, including sewer user fees and sanitary charges.

6. **SUBORDINATION**: This Lease is automatically subject and subordinate to all ground or underlying leases or mortgages now or hereafter covering the Premises, the Building or the Land, or any renewals, modifications, consolidations, replacements or extensions thereof and all advances thereunder, without regard to the time or character of such advances, together with interest thereon, and all other encumbrances and matters of public record applicable to the Building, including without limitation, any reciprocal easement or operating agreements, ground or underlying leases, covenants, conditions and restrictions and Lessee shall not act or permit the Premises to be operated in violation thereof; provided that in no event shall Lessee's rights or Lessee's leasehold interest hereunder be disturbed in any manner so long as Lessee is not in default hereunder (as defined in Section 19 hereof). The foregoing provisions of this Section 6 shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Lessee shall, upon written demand by Lessor, execute such instruments as may be required to subordinate the rights and interests of the Lessee hereunder to the lien of any mortgage at any time placed on the Premises, provided, however, that such subordination shall expressly not affect Lessee's right to the possession of the Premises upon all of the terms hereof so long as Lessee is not in default hereunder (as defined in Section 19 hereof). Upon request, Lessor shall

use commercially reasonable efforts to obtain from any mortgage holders a non-disturbance agreement in the customary form.

7. **TAXES, TAX ABATEMENT, INSURANCE, EXPENSES:**

(a) Lessor shall pay directly to the taxing authority the total real estate taxes assessed, imposed or levied on the Premises during the Term, and Lessee shall reimburse Lessor within ten (10) days of Lessor's demand showing written proof of payment, subject to a proportionate adjustment in the first and last year of the Term for the portion of such year not included in the Term. Upon written request, Lessor shall promptly deliver to Lessee copies of all tax bills or invoices received by Lessor during the Term. Lessee, at its sole cost and expense, and with Lessor's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed, reserves the right to contest said real estate taxes, and Lessor, at no cost to Lessor, shall assist Lessee in such contest provided, however that (i) Lessee shall indemnify and hold Lessor harmless from and against any penalties, damages, fines and other costs and expenses resulting from such contest of real estate taxes; and (ii) Lessor, in its reasonable discretion, shall have the right to approve Lessee's counsel and/or consultants in connection with any such contest. Notwithstanding the foregoing, Lessee shall pay all costs and expenses related to Lessor's contest or attempt to reduce the real estate taxes. If Lessee is successful under such contest, then Lessee's obligations under this Section 7 shall be reduced accordingly. Should the State where the Land is located or any political subdivision thereof, or other governmental authority having jurisdiction over the Premises, specifically impose a tax, assessment, charge or fee or specifically increase a then existing tax, assessment, charge or fee which must be paid with respect to the Premises, either by way of substitution for such real estate taxes or impose an income or franchise tax or tax on rents in addition to or as a substitution for a general tax levied against the same, such taxes, assessments, charges or fees shall be deemed to constitute a real estate tax hereunder to the extent such taxes are in substitution therefor or in addition thereto. In the case of special taxes or assessments which may be payable in installments, only the amount of each installment paid during a calendar year shall be included in taxes for that year. Interest due on any real estate tax resulting from late payment shall not be included in real estate taxes for the purpose of this Section 7. Lessee acknowledges that Lessee is responsible for the above described real estate taxes as they are assessed during the Term, not as they become due and payable. In States where real estate taxes are paid in arrears, this means that such real estate taxes that are assessed during the Term may not become due and payable until the following calendar year. Accordingly, Lessee agrees that the reconciliation of such real estate taxes may be delayed beyond the deadlines and dates set forth herein if the actual bill for the prior Subject Year (as defined below) has not yet been issued. Once the bill is issued, the parties agree to reconcile and true-up such real estate taxes within a reasonable time thereafter, not to exceed thirty (30) days. Lessee acknowledges and agrees that its obligation to pay for its share of such real estate taxes that were assessed during the last year of the Term, but will not become due and payable until after the expiration or earlier termination of the Term, shall nevertheless survive such expiration or earlier termination of the Lease and be paid to Lessor. In addition, Lessor shall be obligated to file for property tax abatement with the Hancock County Assessor's Office and to use commercially reasonable efforts to prosecute the same in good faith (the "Abatement"). If Lessor has not obtained approval of such Abatement on or before one-hundred (120) days after the date hereof, Lessee shall have the right to terminate this Lease by written notice to Lessor, provided, however, that if Lessor obtains the Abatement prior to receiving such written notice, Lessee's right to terminate as set forth herein shall be deemed null and void. Lessee shall comply with all terms and conditions of the Abatement, and Lessee agrees to cooperate with Lessor in any efforts required of Lessor to maintain the Abatement with respect to the Premises including, without limitation, supplying any employment information necessary to complete forms and providing documentation required on a timely basis. Notwithstanding the foregoing, if Lessor has failed to obtain the Abatement within the one hundred twenty (120) day period, and Lessee has terminated the lease as provided for herein, the parties hereby acknowledge and agree that Lessee shall be allowed to extend their current lease in accordance with the renewal terms set forth therein, and the parties agree to promptly memorialize such extension in a lease amendment to the current lease.

(b) Beginning on the Commencement Date, Lessee shall pay to Lessor as Additional Rent in every year of the Term, Lessee's pro rata share of the expenses incurred by Lessor for the insurance maintained under Section 14(c).

(c) Beginning on the Commencement Date, Lessee will pay to Lessor as further Additional Rent in every year of the Term, Lessee's pro rata share of Lessor's costs and expenses related to operating, maintaining, managing, protecting and repairing portions of the Premises ("Operating Expenses") as follows: gardening and landscaping maintenance, owners association assessments in the pro rata percentage attributable to the Building (as part of the Park), property management fees (not to exceed 2% of Base Rent), parking lot sealing and restriping, repairs to curbs, sidewalks, drainage and lighting facilities, as may from time to time be necessary, painting, caulking, lighting, sanitary control, and removal of snow and ice. Operating Expenses to be reimbursed shall also include repairs, replacements and maintenance of the roof, walls, support beams, concealed underground plumbing, parking lot and pavement (including, without limitation, access drives, aisles, curbs, truck courts, and sidewalks), foundation, and other structural components and members, and items that are capital in nature as determined under generally accepted accounting principles (sometimes hereinafter referred to as "Capital Expenses"), to the extent such Capital Expenses are made in order to comply with (1) any applicable laws, rules, regulations or ordinances enacted after the Commencement Date; (2) any changes to any applicable laws, rules, regulations or ordinances after the Commencement Date; or (3) any new interpretations with respect to any existing applicable laws, rules, regulations or ordinances rendered after the Commencement Date; or (4) intended to reduce the normal operating costs of the Building (including all utility costs); provided, however, that the entire cost of any such Capital Expenses shall be amortized over the useful lifetime thereof (as espoused by generally accepted accounting principles), and only the portion attributable to the Term shall be included in Operating Expenses (the "Amortized Portion of Capital

Expenses").Notwithstanding the foregoing, Lessee shall not be responsible for reimbursing Lessor nor shall any of the following items be included in Operating Expenses: (i) depreciation; (ii) interest, late charges or penalties assessed to Lessor for failure to timely pay bills; (iii) attorney's fees and costs; (iv) any and all expenses incurred in procuring, retaining, negotiating, amending, extending, administering, or terminating leases with any other existing or prospective tenants including without limitation, advertising, brokerage commissions, architectural engineering fees or legal fees; (v) any amounts payable under mortgages, deeds of trust or ground leases encumbering any or all of any part of the Premises; (vi) salaries of Lessor's employees or agents; (vii) marketing and advertising costs; (viii) costs for alterations or work performed by Lessor to any other lessee's premises in or on the Premises or in the Park, (ix) the cost of repairs or restoration necessitated by condemnation; (x) franchise taxes, gross receipts taxes and income taxes of Lessor, (xi) rent under any ground lease and/or underlying leases, (xii) compensation of any kind paid by any means to officers and executives of Lessor above the level of building manager, (xiii) Capital Expenses other than the Amortized Portion of Capital Expenses, and (xiv) any expenses resulting from the gross negligence of Lessor, its agents, servants or employees. Notwithstanding the foregoing, in no event shall the Controllable Operating Expenses increase by more than six percent (6%) per lease year, compounded, and on a cumulative basis (the "Controllable Operating Expenses Cap"). "Controllable Operating Expenses" shall mean all expenses set forth in this Section 7 other than the real estate taxes and assessments, insurance, Capital Expenses, snow and ice removal, utilities and owner's association or other common area dues and assessments. For purposes of the foregoing, the parties agree that "cumulative" shall mean that to the extent in any lease year, Controllable Operating Expenses exceed the Controllable Operating Expenses Cap, such excess may be recaptured in subsequent lease years where the Controllable Operating Expenses are less than the Controllable Operating Expenses Cap.

(d) It is intended that the Additional Rent described above and in this Lease shall be paid as nearly as possible in equal monthly installments during the Term of the

Lease. Accordingly, Lessor may notify Lessee of Lessor's reasonable estimate of the amount for which Lessee will be obligated hereunder and on the first day of the month after Lessor so notifies Lessee that Additional Rent is due hereunder. Lessee shall pay to Lessor a sum equal to 1/12th of such Additional Rent multiplied by the number of months which has passed during the year. Thereafter, Lessee shall pay 1/12th of such Additional Rent on the first day of each ensuing month including months in the succeeding year until a new determination has been made. Upon request from Lessee, Lessor will submit invoices and such backup dates to Lessee as reasonably necessary from time to time to enable Lessee to substantiate the computation and allocation of Additional Rent.

(e) As of the date hereof, Lessee's proportionate, or pro rata share is 100%.

(f) Within ninety (90) days after each calendar year, Lessor shall, if requested by Lessee, provide to Lessee a statement ("Statement") setting forth the taxes, charges, fees, and other costs described above and in this Lease which were incurred during such calendar year ("Subject Year") and Lessee's pro rata share thereof. Within sixty (60) days after receipt of the Statement, Lessee, or its authorized representative, shall have the right to examine Lessor's books and records relating to the contents of the Statement. Such examination shall occur upon reasonable prior notice at the place or places where such records are normally kept. Lessee may take exception to matters included in the Statement by sending notice specifying such exception and the reasons therefor to Lessor no later than thirty (30) days after Lessee's examination of all such books and records. If Lessee takes exception to any matter contained in the Statement and the parties are unable to agree with respect to such matter within thirty (30) days after Lessee's notice, the parties shall refer the matter to a mutually acceptable independent certified public accountant, whose certification as to the proper amount shall be final and conclusive as between Lessor and Lessee. Lessee shall promptly pay the cost of such certification, unless such certification determines that Lessee's pro rata share of such Additional Rent was overstated by eight percent (8%) or more in which case Lessor shall pay the cost of such certification as well as the out-of-pocket costs incurred by Lessee in conducting its audit. Pending resolution of any such exceptions in the foregoing manner, Lessee shall continue paying its monthly payments of Additional Rent, subject to adjustment after any such exceptions are so resolved. If such certification determines that Additional Rent was overstated, Lessee shall receive a credit for the amount of such overstatement against the next installment(s) of Base Rent and Additional Rent (or, if no further installments are due from Lessee or the further installments of Rent are less than the overstatement, the excess shall be paid by Lessor to Lessee within thirty (30) days after the certification).

8. **MAINTENANCE**: During the occupancy of the Premises under the terms of this Lease, (i) Lessor shall maintain in a good and safe condition the roof, exterior walls and foundation of the Building, as well as the portions of the Premises for which Lessee is obligated to pay Operating Expenses as itemized in Section 7(c) above and (ii) Lessee shall maintain in a good and safe condition the interior of the Building, including, without limitation, entrance doors and door jambs (both inside and outside), ceiling tile, windows and window casings and sills (both inside and outside) and plate glass, and shall be responsible for all maintenance, repairs and replacements on the mechanical equipment, including the plumbing, heating, ventilating, air conditioning, and electrical systems. Lessee shall also be responsible for semi-annual maintenance of the mechanical equipment, and will provide evidence of such maintenance on request of the Lessor. Notwithstanding the foregoing, and subject to Lessee being responsible for the semi-annual maintenance of the heating, ventilating and air conditioning ("HVAC") units, Lessor shall warrant that all HVAC units located at the Premises shall be in normal working condition for the first twelve (12) months of the Initial Term (the "HVAC Warranty"), unless any repair or replacement is caused by the negligence or misuse thereof by Lessee in which event the HVAC Warranty shall not apply and Lessee shall be responsible for all repairs and replacements related thereto at its sole cost and expense. Subject to Lessor's obligations in clause (i) above of this Section 8, Lessee shall keep the Building in good, clean condition, and at the termination of this Lease, Lessee shall deliver the Building in good order and condition, normal wear and tear excepted. Lessor shall maintain, repair and replace all portions of the Premises that are not

otherwise the Lessee's responsibility under this Section 8, subject to reimbursement from Lessee for such portions that are included in Operating Expenses. If Lessee or Lessor refuses or neglects to make repairs and/ or refuses to maintain or replace as required hereunder in a manner reasonably satisfactory to the other, then Lessor or Lessee, as the case may be, shall have the right upon giving the other fifteen (15) days written notice of election to do so, to make such repairs or perform such maintenance or replacement on behalf of and for the account of the other. In such event, such work shall be paid for by the other within ten (10) days upon receipt of the bill therefor.

9. **WASTE; ABANDONMENT; OWNERS ASSOCIATION:** Lessee shall not permit the accumulation of waste or refuse matter on the Premises. Lessee shall not abandon the Premises. Lessee shall be subject to all rules and regulations of any owners association.

10. **CONDITION OF PREMISES AND BUILDING**: On the Commencement Date, the Premises will be in broom-clean condition, Lessor's Work will be Substantially Complete, and the mechanical systems, structural elements, roof and building systems of the Building will be in good working condition.

11. **IMPROVEMENTS; ALTERATIONS; AND PERSONAL PROPERTY**

Subject to Lessor's obligations under Section 10 above, Lessee shall make all improvements necessary for the operation of its Permitted Use (as defined below), subject to written approval of Lessor of the plans and specifications, which approval shall not be unreasonably withheld or delayed. Any work to be completed by Lessee shall be done in a good and workmanlike manner, lien-free, and in compliance with all applicable federal, state, and local codes and laws.

Lessee shall not make any alterations or installations of fixtures in or additions or improvements to the Premises ("Alterations"), or make any contract therefor without first procuring Lessor's written consent, which consent will not be unreasonably withheld or delayed. At the time of giving such consent, or within fifteen (15) after the expiration or earlier termination of the Term, Lessor may advise Lessee whether Lessor will require Lessee to remove such Alterations. All Alterations shall be performed in a good and workmanlike manner, lien-free, and in compliance with all legal requirements. All Alterations (except those required by Lessor to be removed, Lessee's trade fixtures, partitions, furniture, office equipment, warehouse machinery and equipment and other movable items paid for by Lessee, all of which shall remain the property of and be removed by Lessee) shall become the property of Lessor, and shall remain upon and be surrendered with the Premises on the expiration or earlier termination of the Lease Term without compensation or credit to Lessee. Lessee shall promptly remove all Alterations which are required to be removed as provided in this Lease, and repair any damage occasioned by such removal, and in default thereof, Lessor may effect said removals and repairs at Lessee's expense. All Alterations not removed by Lessee within fifteen (15) days of the receipt of a written request from Lessor shall become the property of Lessor.

12. **WAIVER OF SUBROGATION**: Lessor and Lessee each hereby waive any and all right of recovery, claim, action or cause of action against the other, its agents, directors, officers and employees for any loss or damage (including loss of use thereof) that may occur to the Premises or any improvements, or to the Building, Land, or any improvements thereto or any personal property of such party in the Premises or the Building by reason of fire, the elements or any other cause which is insured against under the terms of any insurance policies regardless of cause of origin including negligence of the other party hereto, its agents, directors, officers or employees. Such waiver also applies to any such loss that would, but for the deductible, be covered by such insurance policies.

13. **CONDEMNATION**: If the whole of the Premises hereby demised shall be taken or condemned by any competent authority for any public use or purpose, then the term hereby granted shall cease on the day prior to the vesting of title in such authority, or taking of possession, (whichever occurs first) and Base Rent and any other sums due and owing hereunder shall be paid and adjusted as of that day.

If a portion of said Premises, including the parking lot, shall be taken and, as a result thereof, there shall be such a major change in the character of the Premises as to prevent Lessee from using the same for its Permitted Use then, and in that event, Lessee may either cancel or terminate this Lease as of the date when the part of the Premises so taken shall be required for such public purpose, or Lessee may continue to occupy the remaining portion, provided, however, Lessee shall give written notice to Lessor, within thirty (30) days after the date of such vesting of title, of its election. In the event Lessee shall remain in possession and occupation of the remaining portion, all the terms and conditions of this Lease shall remain in full force and effect with respect to such remaining portion, except that the Base Rent and any additional sums due hereunder reserved to be paid hereunder shall be equitably reduced according to the amount and value of such remaining space; and provided further that Lessor shall, at Lessor's own expense, promptly and with reasonable diligence (subject to strikes, lockouts, inability to procure material and labor in the free market, governmental restrictions, fire, the elements and other extraordinary conditions beyond Lessor's reasonable control) do such work as to make a complete architectural unit of the remainder of the Premises, and this Lease shall continue for the balance of its Term, subject to the terms and conditions herein stated.

The entire award for damages or compensation for the Premises taken, or the amount paid pursuant to private purchase in lieu thereof, whether such condemnation or sale be total or partial, shall belong to and be the property of Lessor, and Lessee hereby assigns to Lessor any and all such award or purchase price. Nothing herein contained shall be deemed or construed to prevent Lessee from interposing and prosecuting in any condemnation proceeding a claim for the value of any trade fixtures or personal property installed in the Premises by Lessee, moving and relocation expenses, and in the case of a partial condemnation of the Premises, the cost or damage sustained by Lessee as a result of the interruption of or damage to Lessee's business so long as any such claim does not diminish what the Lessor is entitled to.

14. **LIABILITY INSURANCE**:

(a) Lessee and Lessor shall not do anything which will in any way impair the reasonable obligation of any policy of insurance upon the Premises; Lessor acknowledges that the use of the Premises for the Permitted Use shall not impair (or be deemed to impair) Lessor's insurance.

(b) Lessee's Insurance. Lessee shall procure and maintain at Lessee's own cost and expense throughout the entire Term of the Lease:

(i) Property insurance insuring the Building, including any existing improvements or alterations (including the Lessor's Work) as of the Commencement Date, against damage or destruction due to risks including fire, vandalism, and malicious mischief, sprinkler leakage, earthquake, pollution and/or flood in an amount not less than the replacement cost thereof, providing protection against those perils covered by a standard ISO Special Perils or All Risk insurance policy or its equivalent.

(ii) commercial general liability insurance with limits of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, $1,000,000.00 personal /advertising injury, and $2,000,000.00 products / completed operations aggregate, with all limits applying on a per location / per project basis. Such insurance shall provide coverage for bodily injury (including death and mental anguish), third-party property damage, products and completed operations, personal and advertising injury, independent contractors, host liquor liability, premises and operations, and an extended liability endorsement, providing contractual liability coverage (which shall include coverage for Lessee's indemnification obligations under this Lease). Such insurance shall include a separation of insureds endorsement, with such insurance also being primary and not contributing with any insurance maintained by Lessor;

(iii) automobile liability insurance covering all owned, non-owned, and hired automobiles with a combined single limit of not less than $1,000,000.00 for bodily injury and property damage on a per accident basis;

(iv) workers compensation insurance with limits of not less than the maximum amount allowed by statute and employers liability insurance in amounts not less than $1,000,000.00 each employee by accident, $1,000,000.00 each employee by disease, $1,000,000.00 disease policy limit. Such coverage shall include a waiver of subrogation in favor of the Lessor;

(v) umbrella/excess liability insurance written on a follow-form basis in excess of the commercial general liability, automobile liability, and employer's liability insurance required herein with minimum limits of $10,000,000 per occurrence and in the aggregate. Such insurance shall not be more restrictive than the underlying applicable insurance policy and must be endorsed or otherwise provide that the coverage provided by such insurance is primary to, and non-contributory with, any other insurance of Lessor Party, whether such other insurance is primary, excess, self-insurance, or on any other basis, and must cause the umbrella/excess liability coverage to be vertically exhausted, whereby such coverage is not subject to any "Other Insurance" provision under Lessee's commercial general liability, automobile liability, employers liability or umbrella/excess liability policies. Such umbrella/excess liability insurance must be maintained for the greater of the period under which a claim may be properly asserted under the applicable statute of limitations or repose;

(vi) personal property insurance on an "all-risk" special cause of loss form covering all personal property in the Premises, including, but not limited to, Alterations, inventory, furniture, furnishings, trade or business fixtures, decorations, computers or electronics, cabling and equipment in an amount not less than the full replacement costs thereof and including coverage for sprinkler leakage, earthquake sprinkler leakage, leakage from any window or sill, and all other types of water damage, including bursting, leakage or stoppage of any pipes. It is understood by Lessee that Lessor will not carry insurance on, or be responsible for, any losses associated with Lessee's property.

(vii) business income and extra expense insurance with coverage not less than twelve (12) months' of income and expenses, including all Base Rent and Additional Rent payable by Lessee under this Lease, and including a 365-day extended period of indemnity. Such coverage shall apply for all causes of loss included in Section 14(b)(vi) of this Lease above. All insurance required in this Section 14(b) shall be issued by insurance companies authorized to do business in the state where the Premises is located with an A.M. Best rating of A: VIII or better based upon the most recent issue of best's Insurance Guide. Any insurance required to be procured and maintained by Lessee shall not be subject to cancellation or material modification except after thirty (30) days prior written notice to Lessor (with the exception of ten (10) days for non-payment of premium) through an endorsement to the insurance policy, or if such endorsement is not available, by Lessee's direct written notice to Lessor. Certificates of insurance for such policies, and copies of all endorsements, shall be deposited with Lessor on or before the date of this Lease, and again annually upon renewal thereof. Lessor, Lessor's designee, and any parent companies, subsidiaries, affiliates, employees, directors, officers, and shareholders, and Lessor's mortgagee, if any, collectively referred to as "Lessor Insureds," shall be included as an Additional Insured under the general liability, automobile liability, and umbrella liability policies required in this Section 14(b) via the CG 20 10 10 01 and CG 20 37 10 01 endorsements (or their equivalents). A waiver of subrogation shall be issued in favor of all Lessor Insureds. The insurance required in this Section 14(b) of the Lessee shall be primary insurance and shall not contribute with any insurance maintained by Lessor Insureds whether such insurance is primary, excess, self-insurance, or on any other basis. The deductible amount under all insurance policies required to be maintained under this Lease by Lessee shall not exceed $25,000, unless Lessor provides prior written approval to the Lessee for a higher deductible. Lessor Insureds shall not be responsible for any deductible or self-insured retentions under insurance policies maintained by Lessee in connection with this Lease, and in no event shall the limits of any insurance policy limit the liability of Lessee under this Lease. If Lessee does not comply with the requirements of this Paragraph 14, Lessor may, at its option and at Lessee's expense, purchase such insurance coverage. The cost of such insurance shall be paid to Lessor by Lessee, as Additional Rent, within ten (10) days after demand.

(viii) Lessee shall require that contractors, subcontractors, vendors, and consultants entering the Premises maintain such insurance coverages and limits as appropriate for the parties scope of work, and that such parties maintain products and completed operations coverage under their commercial general liability insurance, whether by renewal, extended reporting provision, or otherwise, for the greater period under which a claim may be properly asserted under the applicable statute of limitations or repose. Lessee shall require that Lessor Insureds be included as additional insureds under the commercial general liability and umbrella/excess liability insurance required of contractors, subcontractors, vendors, and consultants for ongoing operations and completed operations of contractors, subcontractors, vendors, and consultants performed in connection any Alterations or Tenant Improvements via the CG 20 10 10 01 and CG 20 37 10 01 endorsements (or their equivalents) which must: (i) provide at least as broad as the coverage afforded to the named insured thereunder; and (ii) not contain any limitation or exclusion due to the requirement of contractual privity between any such person or organization required to be included as an additional insured and the named insured.

(c) Lessor's Insurance. Lessor agrees to keep and maintain in effect during the Term (the costs of which are subject to reimbursement as part of Operating Expenses):

(i) One year business interruption and loss of income and extra expense insurance insuring the same perils described in subsection (i) above and in such amount as will reimburse Lessor for loss of rent, in an amount equal to at least twelve (12) months of rent from the Premises.

(ii) Workers' Compensation insurance as required by statute for employees of Lessor working at the Premises, and Employers Liability insurance in amounts not less than One Million Dollars ($1,000,000) each accident for bodily injury by accident, One Million Dollars ($1,000,000) policy limit for bodily injury by disease; and One Million Dollars ($1,000,000) each employee for bodily injury by disease.

(iii) All such insurance shall be carried under policies issued by an insurance company authorized to do business in the state where the Premises is located with an A.M. Best rating of A or better. At Lessor's option, such insurance may be carried under any blanket or umbrella policies that Lessor or its affiliate has in force for other buildings and projects, the cost of which will be reasonably and equitably allocated by Lessor to the Building and such other buildings and projects. In addition, Lessor may at Lessor's sole option and cost carry such other insurance as Lessor may elect, provided that the costs of such optional insurance shall not be included in Operating Expenses. Lessor shall not be obligated to insure, and shall have no responsibility whatsoever for any damage to, any furniture, machinery, goods, inventory or supplies, or other personal property or fixtures which Lessee may keep or maintain in the Premises.

15. **INDEMNIFICATION**: Lessee agrees to indemnify and save harmless Lessor from and against all claims of whatever nature arising from any act or omission or negligence of Lessee or Lessee's agents, servants or employees for personal injury or damage to the property of any person in or about the Premises, unless such claims arise from any gross negligence or willful misconduct of Lessor, Lessor's agents, servants or employees. This indemnity and hold harmless agreement shall survive the expiration or earlier termination of this Lease, and shall include indemnity against all reasonable costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, the reasonable expense of investigating the same and the defense thereof.

Lessor agrees to indemnify and save harmless Lessee from and against all claims of whatever nature arising from any gross negligence or willful misconduct of Lessor or Lessor's agents, servants, or employees for personal injury or damage to the property of any person occurring in or about the Premises, unless such claims arise from any act, omission, or negligence of Lessee, Lessee's agents, servants or employees. This indemnity and hold harmless agreement shall survive the expiration or earlier termination of this Lease, and shall include indemnity against all reasonable costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, the reasonable expense of investigating the same and the defense thereof.

16. **ASSIGNMENT**: Lessee agrees not to assign, sublet, or in any manner transfer this Lease, in whole or in part, without the previous written consent of Lessor in each instance, which consent shall not be unreasonably withheld or delayed. Any such assignment or subletting without Lessor's consent shall be void and of no force or effect. Notwithstanding the foregoing, Lessee shall have the right to sublease the Premises or assign this Lease to an affiliate, commonly controlled, parent or wholly-owned direct or

indirect subsidiary company or to the surviving company in the event of a merger without Lessor's consent, provided Lessor is given written notice within fifteen (15) days following said sublease or assignment. Any transfer or assignment by Lessee shall in no event release Lessee from any liability or obligation hereunder unless agreed to otherwise by Lessor in writing and at Lessor's sole and absolute discretion. Lessor may freely assign its interest hereunder at any time during the Term of the Lease provided the assignee under such assignment accepts and fully assumes all of Lessor's obligations hereunder and delivers a commercially reasonable assumption agreement to Lessee.

17. **ACCESS BY LESSOR**: Lessor reserves the right to enter upon the Premises at all reasonable business hours upon prior notice to Lessee for the purpose of inspecting the same, or of making repairs, or to exhibit the Premises to prospective purchasers; provided, however, that in the event of an emergency, including, without limitation, a property, life or public safety emergency, no such notice shall be required before Lessor may exercise its access rights hereunder. Unless this Lease is renewed as provided for herein, during the last three hundred sixty-five (365) days of the Initial Term or any Renewal Term, Lessor shall have the right to exhibit the Premises to prospective tenants. All such access shall be accorded to Lessor without unreasonable hindrance by Lessee. Lessor shall indemnify, defend and hold harmless Lessee from and against any and all damages arising solely from Lessor's exercise of its rights under this Section 17.

18. **DAMAGE OR DESTRUCTION**: In the event the Premises shall be destroyed or so damaged by fire, explosion, windstorm, or other casualty as to be untenantable, Lessor shall promptly restore the Premises, provided, however, that Lessor shall have no such obligation to restore the Premises if (i) Lessor does not obtain all insurance proceeds under policies required to be maintained under this Lease; (ii) if a lender requires that the insurance proceeds be applied to debt rather than restoration; or (iii) if Lessor does not after reasonable diligence receive the necessary building permits for such restoration. Base Rent and any other sums due and owing hereunder shall abate on a per diem basis during any period of restoration.

In the event the Premises shall be damaged as aforesaid but are not thereby rendered untenantable, Lessor shall promptly restore the Premises, and while such damage is being repaired, Lessee shall be entitled to an equitable abatement of the Base Rent and any other sums due and owing hereunder. Lessor shall not be liable for any delays in rebuilding or repairing due to labor controversies, riots, acts of God, governmental laws or regulations, or inability to procure materials or labor or both, or any other causes beyond Lessor's control. Notwithstanding anything contained herein to the contrary and subject only to delays caused by Lessee, or its agents, in the event that the Premises are not restored within two hundred forty (240) days when rendered untenantable or within one hundred eighty (180) days when not rendered untenantable (or if at any time the insurance adjuster for the insurance company covering such casualty loss determines that the Premises cannot reasonably be expected to be restored within the applicable time periods) , Lessee shall have the right to terminate this Lease and all obligations hereunder by providing Lessor with written notice within thirty (30) days after the expiration of such two hundred forty (240), or one hundred eighty (180) day period or written notice from the insurance adjuster as provided above.

19. **DEFAULT**: Lessee shall be in default under the terms of this Lease upon the occurrence of any of the following:

(a) Lessee's failure to pay an installment of Base Rent when due;

(b) Lessee's failure to pay any other sum due and owing hereunder when due, and Lessee's failure to remedy the same within five (5) days written notice to Lessee;

(c) The making by Lessee of an assignment for the benefit of creditors;

(d) The levying of a Writ of Execution or Attachment on or against the property of Lessee, and failure to have the same discharged within thirty (30) days;

(e) The taking of any action for voluntary dissolution of Lessee;

(f) The doing or permitting to be done by Lessee of any act which creates a mechanic' s lien or claim therefor against the land or Building of which the Premises are a part, and failure to have the same discharged or bonded over by Lessee in amounts reasonably satisfactory to Lessor within its sole discretion within ten (10) days;

(g) If proceedings are instituted in a court of competent jurisdiction for the adjudication as a bankrupt or insolvent or for the appointment of a receiver of the property of Lessee, and said proceedings are not dismissed within thirty (30) days after the institution of said proceedings;

(h) An assignment or sublease, or attempted assignment or sublease, of this Lease or the Premises by Lessee contrary to the provisions of Section 16;

(i) Any insurance required to be maintained by Lessee pursuant to this Lease shall be canceled or terminated or shall expire or be reduced or materially changed, except as permitted in this Lease, and such cancellation, termination, expiration, reduction or material change is not remedied by Lessee within two (2) business days; or

(j) The failure of Lessee to perform any other of its covenants, agreements or obligations hereunder (except those failures specified as defaults in any other subsection of this Section 19, which shall be governed by such other subsection) within thirty (30) days of written notice to Lessee or, if by reason of the nature thereof, said event cannot with due diligence be wholly cured within said period, if Lessee shall fail to commence the curing thereof within such thirty (30) day period and thereafter proceed diligently to cure the same within ninety (90) days after such written notice.

Lessor may terminate this Lease upon the happening of any one or more of the foregoing events. Upon the termination of the Lease, as aforesaid, Lessor may re-enter upon the Premises with process of law, and remove all persons and chattels therefrom, and Lessor shall not be liable for damages or otherwise by reason of such re-entry or termination of the term of this Lease. Notwithstanding such termination, the liability for the Base Rent and any other sums due and owing hereunder of Lessee through the date of such termination shall not be extinguished. In addition, if Lessor terminates this Lease as provided above, and Lessor re-lets the Premises to a new tenant thereafter, Lessor shall be entitled on a monthly basis to the difference between the Base Rent due over the balance of Term (after the termination), less the base rent received from the new tenant, provided, however, that the base rent received from a new tenant shall be reduced by the costs and expenses of reletting, including, but not limited to, any allowances, incentives, commissions, free rent and concessions offered to such new tenant, and negotiated in good faith, so long as such tenant is an unrelated third party. Finally, in lieu of the remedies described above, Lessor may terminate Lessee's possession without terminating this Lease and recover as it becomes due the difference between monthly Base Rent and the base rent received by Lessor pursuant to a reletting of all or a portion of the Premises, provided, however, that the base rent received from reletting all or a portion of the Premises shall be reduced by the costs and expenses of such reletting, including, but not limited to, any allowances, incentives, commissions, free rent and concessions negotiated in good faith so long as such tenant is an unrelated third party.

20. **LESSOR DEFAULT**: It shall be a Lessor default hereunder if Lessor fails to perform any of its covenants, agreements or obligations hereunder within thirty (30) days after written notice from Lessee or, if by reason of the nature thereof, said event cannot with due diligence be wholly cured within said period, if Lessor shall fail to commence the curing thereof within such thirty (30) day period and thereafter proceed diligently to complete the same.

21. **EXPENSES UPON DEFAULT**: In the event either Lessor or Lessee shall at any time be compelled to pay any sum of money or do any act which will require the payment of any sum of money or incurs any expense, including reasonable attorney's fees, for instituting or prosecuting any action or proceedings to enforce said party's rights hereunder, if such party prevails in any said action or proceeding, the sum or sums so paid by said party shall be deemed damages in favor of said party against the party in default, and shall be due and payable forthwith.

22. **HOLDOVER**: Upon expiration of the Term, Lessee will yield up possession to Lessor, and failing so to do, at Lessor's option, will pay as liquidated damages for each day that possession is withheld an amount equal to one hundred fifty percent (150%) of the amount of the daily Base Rent computed on a thirty-day month basis, together with all damages sustained by Lessor on account thereof and all other payments required to be made by Lessee hereunder, plus any consequential damages equal to the rental income from a third party that is lost as a result of such holdover by

Lessee, and all costs, loss, expense or liability, including without limitation, claims made by any succeeding tenant and real estate brokers' claims and attorneys' fees.

23. **ADDRESS FOR RENT PAYMENT**: The Rent payable hereunder shall be made payable to "Becknell Industrial Operating Partnership L.P." and shall be forwarded to the following address: 2750 E. 146th Street, Suite 200, Carmel, IN 46033.

24. **NOTICES**: Any notice under this Lease shall be deemed sufficiently given if sent by overnight courier or certified mail to Lessee at Nicolas Beugnot, Spectra Premium Industries Inc., 1421 rue Ampère, Boucherville, QC, J4B 5Z5, with a copy to Mark Wright, Faegre Baker Daniels LLP, 600 E. 96th Street, Suite 600, Indianapolis, IN 46240, USA, and to Lessor at the address then fixed for the payment of Base Rent. Either party may designate a different address to which notices shall be sent by providing written notice to the other. Notices shall be deemed given the day of receipt or rejection thereof.

25. **ENVIRONMENTAL**: Lessor hereby warrants and represents to the best of its knowledge that, except as set forth below, the Premises does not contain asbestos, PCB transformers, or other hazardous, toxic or contaminated materials or substances, or underground fuel storage tanks or any other material or substance which is defined or classified as hazardous or toxic under federal, state or local law (the aforementioned all of which collectively shall hereinafter be referred to as "Hazardous Materials").

Lessor hereby covenants and agrees to indemnify and hold harmless Lessee and its directors, officers, employees, successors, legal representatives and assigns from and against all claims, damages, liabilities, losses, judgments, settlements and costs (including, without limitation, reasonable attorney's fees and disbursements) in connection with Hazardous Materials arising out of, resulting from or in any way connected with or alleged or claimed to arise out of, result from or be in any way connected with (a) the use or occupancy of the Premises by the Lessor or any previous owner/occupant/user of the Premises, or any portion thereof, prior to Lessee's occupancy of the Premises; (b) the use or occupancy of the Premises by any subsequent owner/occupant/user of the Premises, or any portion thereof, after Lessee's occupancy of the Premises terminates; (c) violations by any prior or subsequent owner/ occupant/user of the Premises of local, state and/ or federal laws and regulations, including all applicable environmental laws and regulations as well the existence of any Hazardous Materials on, under or in the Premises prior to the date Lessee first accessed the Premises whether or not such practices were or could be deemed a violation of such laws and regulations; and (d) contamination of the Premises by Lessor or by its agents or employees during the Term.

Lessee hereby covenants and agrees to indemnify and hold harmless Lessor and its directors, officers, employees, successors, legal representatives and assigns from and against all claims, damages, liabilities, losses, judgments, settlements and costs (including, without limitation, reasonable attorney's fees and disbursements) in connection with Hazardous Materials arising out of, resulting from or in any way connected with or alleged or claimed to arise out of, result from or be in any way connected with (a) the use or occupancy of the Premises by the Lessee or any occupant/ user of the Premises, by through or under Lessee or any portion thereof; and (b) violations by Lessee or any occupant/ user of the Premises of local, state and/ or federal laws and regulations, including all applicable environmental laws and regulations as well as any liabilities resulting from the practices of Lessee or any occupant/user of the Premises by, through or under Lessee whether or not such practices were or could be deemed a violation of such laws and regulations. The indemnification provided by Lessee in the preceding sentence shall not be applicable if it can be demonstrated that the Hazardous Materials found on the Premises were present on the Premises prior to the date of this Lease, nor shall it be applicable in the event that the source of any contamination is from adjacent properties or otherwise as a result of the actions of the Lessor, its agent or employees, or any other tenants, their employees, agents or customers.

26. **SUCCESSORS AND ASSIGNS**: The terms hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns, respectively of Lessor and Lessee. The reference contained to successors and assigns is not intended to constitute a consent to assignment by Lessee, but as reference only to

those instances in which Lessor may later give written consent to a particular assignment as required hereunder.

27. **RENEWAL OPTION:** Provided that Lessee is not in default (as defined in Section 19 hereof) in any of the terms of this Lease, Lessee may extend the term of this Lease and the provisions hereof for two (2), three (3) year renewal terms (each a "Renewal Term"; collectively referred to as "Renewal Terms"). Lessee may exercise a renewal option hereunder by notifying Lessor in writing at least two hundred and seventy (270) days prior to the expiration of the then current Term. The Renewal Terms shall be on the same terms and conditions as herein, except that Base Rent during the Renewal Terms shall be equal to the then current Fair Market Base Rent (as defined below). In no event shall the Base Rent for a Renewal Term be less than the then current Base Rent, and if a determination is made hereunder for a value which is less than the same, the parties agree that the Base Rent shall nevertheless be deemed to be equal to the then current amount. During the Renewal Term, Base Rent shall increase by two percent (2%) per year each year on the anniversary of the Commencement Date for the duration of each applicable Renewal Term.

For purposes of this Lease, "Fair Market Base Rent" shall mean the market rent agreed to by both Lessor and Lessee, or determined hereafter. If the parties are unable to agree upon the Fair Market Base Rent within thirty (30) days after Lessee's notice to Lessor exercising a Renewal Term, either Lessor or Lessee may give written notice ("Appraisal Election Notice") to the other of its election to have Fair Market Base Rent determined by appraisal under this paragraph, which notice must be accompanied by a written appraisal setting forth Fair Market Base Rent for the Premises for lessees with comparable credit for comparable space in similar buildings in the vicinity of the Premises prepared by an appraiser who is both a member of the American Institute of Appraisers and actively engaged in the appraisal of real property in the area where the Premises is located (a "Qualified Appraiser"). If one of the parties (the "Electing Party") gives a timely Appraisal Election Notice in compliance with this paragraph, then Fair Market Base Rent shall be deemed to be as set forth in the accompanying appraisal unless the other party (the "Non-electing Party") gives the Electing Party written notice of its disapproval of the Electing Party's appraisal within thirty (30) days after receipt of Electing Party's appraisal, which notice must also be accompanied by a written appraisal from a Qualified Appraiser establishing Fair Market Base Rent. If the Non-electing Party gives timely notice of its disapproval of Electing Party's appraisal, Lessor's appraiser and Lessee's appraiser shall jointly, within fifteen (15) days after delivery of Non-electing Party's appraisal, choose a third Qualified Appraiser who shall, within twenty (20) days after appointment, choose one of the two appraised values as the Fair Market Base Rent, which determination shall be binding upon both Lessor and Lessee. Each party shall bear the fees and expenses of its own appraiser, and the fees and expenses of the third appraiser shall be borne by the party whose appraisal was not chosen by the third appraiser. The guidelines for determining Fair Market Base Rent shall be rent for premises of comparable size, quality, and location, with the same or similar uses, and same or similar improvements, in good condition and repair, taking into account, without limitation, similar paving coverage, building coverage / lot size, number of docks, and truck parking.

28. **USE**: Lessee shall use and occupy the Premises in a careful, safe and proper manner, and shall comply with all applicable laws, rules, regulations, covenants and restrictions regarding the same. Lessee shall use the Premises only for the operation of a warehouse, storage, handling office, and distribution facility, including administrative functions in connection therewith ("Permitted Use"); provided, however, Lessor will not unreasonably withhold its consent to a change or expansion of use that does not materially increase Lessor's exposure for risks such as, for example, environmental hazards. In addition to, and not in limitation of, any reasonable basis for Lessor to withhold the consent contemplated by the immediately preceding sentence, it shall be reasonable for Lessor to withhold such consent in the event any proposed use would violate any law or any public or private covenants, restriction or limitations which may then affect the Premises or any portion or use thereof.

29. **TENANT ESTOPPEL**: Upon request, Lessee will provide to Lessor, an Estoppel substantially in the form attached hereto as Exhibit "D."

30. **SIGNAGE**: Lessee, at its expense, may place signage upon the Premises, subject to Lessor's approval which will not be unreasonably withheld or delayed. Lessee may only place such signage in locations approved by Lessor. Any township or other approvals shall be the responsibility of Lessee. All signs placed upon the Premises shall comply with all applicable laws, ordinances, rules and regulations. Lessee shall remove all of its signage at the expiration of the Lease Term and repair any damage occasioned by such removal.

31. **BROKER**: Lessor and Lessee represent and warrant that they have not dealt with any real estate agent or broker in connection with this transaction other than Jones Lang LaSalle representing Lessor and Lessee, whose commissions shall be paid by Lessor pursuant to a separate agreement, and each agrees to indemnify and save the other harmless from and against all liability, damage, loss, cost, and expense incurred by reason of a breach of said representation, warranty and covenant.

32. **QUIET ENJOYMENT**: Without limiting any rights Lessee may have by statute or common law, Lessor covenants and agrees that, so long as this Lease is in full force and effect, Lessee shall lawfully and quietly hold, occupy and enjoy the Premises during the Term of this Lease without disturbance by Lessor or by any person having title paramount to Lessor's title or by any person claiming through or under Lessor, and subject to all applicable ordinances, laws, rules and regulations, shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week.

33. **LESSEE FINANCIALS**: Upon request, Lessee shall deliver to Lessor, its affiliates or any potential lender or purchaser designated by Lessor such financial statements of Lessee as are reasonably available by Lessee, including without limitation, Lessee's financial statements for the past three (3) years. All such financial statements shall be received by Lessor and such other designated parties in confidence and upon request by Lessee, as a condition of receipt of such financial statements, Lessor shall execute and deliver to Lessee a confidentiality and non-disclosure agreement in a commercially reasonable form. For purposes of this paragraph, "financial statements" shall mean (i) for such period that Lessee or its successor is not an entity whose equity

securities are listed on NASDAQ, the New York Stock Exchange, or the American Stock Exchange, Lessee's audited profit and loss statement, balance sheet, and cash flow statement, and (ii) for such period Lessee or its successor is an entity whose equity securities are listed on such exchanges, the financial statement information that is available to the general public.

34. **MERGER**: All offers, acceptances, oral representations, agreements and writings between the parties heretofore made are merged herein and shall be of no force or effect unless contained in this Lease.

35. **COUNTERPARTS**: This Lease may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signature of all parties hereto be contained on any one counterpart hereof. Additionally, the parties hereto agree that for purposes of facilitating the execution of this Lease, (a) the signature pages taken from the separate individually executed counterparts of this Lease may be combined to form multiple fully executed counterparts, and (b) a facsimile or emailed transmission shall be deemed to be an original signature for all purposes. All executed counterparts of this Lease shall be deemed originals, but all such counterparts taken together or collectively, as the case may be, shall constitute one and the same agreement.

36. **SEVERABILITY**: If any term or provision of this Lease be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the full extent permitted by law.

37. **LESSEE COVENANT, REPRESENTATION AND WARRANTY**: Lessee hereby covenants during the Term, and also represents and warrants to Lessor that as of the date hereof, to Lessee's actual knowledge, the following representations and warranties are true, correct and complete and that the same will be true, correct and complete on and as of the Commencement Date: (a) Lessee is not in violation of any Anti-Terrorism Law; (b) Neither Lessee nor its U.S. parent or any of its U.S. subsidiaries, as of the date hereof: (i) conduct any business or engage in any transaction or dealing with any

Prohibited Person, or any "forbidden entity" (as defined in Illinois Public Act 094-0079), including the governments of Cuba, Iran, North Korea, Myanmar, Sudan, Syria, Crimea Region, and Venezuela and, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person or forbidden entity; (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224; or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in, any Anti-Terrorism Law; and (c) Neither Lessee nor its U.S. parent or any of its U.S. subsidiaries and their officers, directors, shareholders, members, as applicable, is a Prohibited Person.

As used herein, "Anti-Terrorism Law" is defined as any law relating to terrorism, anti-terrorism, money-laundering or anti-money laundering activities, including without limitation the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, Executive Order No. 13224, Title 3 of the USA Patriot Act, Illinois Public Act 094-0079, and any regulations promulgated under any of them. As used herein "Executive Order No. 13224" is defined as Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism", as may be amended from time to time. "Prohibited Person" is defined as (a) a person or entity that is listed in the Annex to Executive Order No. 13224, or a person or entity owned or controlled by an entity that is listed in the Annex to Executive Order No. 13224; (b) a person or entity with whom Lessor is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; or (c) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, http://www.treas.gov/ofac/t11sdn.pdf or at any replacement website or other official publication of such list. "USA Patriot Act" is defined as the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and

Obstruct Terrorism Act of 2001" (Public Law 107-56), as may be amended from time to time.

If at any time any of these representations becomes false, then it shall be considered a material default under this Lease.

38. **LIMITATION ON LESSOR'S LIABILITY:** Anything in this Lease to the contrary notwithstanding, the covenants, undertakings and agreements herein made on the part of Lessor are made and intended not as personal covenants, undertakings and agreements or for the purposes of binding Lessor personally or the assets of Lessor other than the Premises. No personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against Lessor, its partners, shareholders, officers, directors, employees, members, investment advisors or its any of their respective successors and assigns (collectively, "Lessor Parties"), arising from this Lease or Lessor's obligations with respect to the Premises, or arising from any covenant, undertaking or agreement of Lessor contained in this Lease, and Lessee hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, under or through Lessee. If Lessor fails to perform any covenant, term or condition of this Lease upon Lessor's part to be performed, and, as a consequence of such failure, Lessee shall recover a judgment against Lessor, such judgment shall be satisfied only out of proceeds of sale received upon execution of such judgment and levy thereon against the right, title and interest of Lessor in the Premises, and Lessor shall not be liable for any deficiency. Notwithstanding any contrary provision herein, neither Lessor nor any Lessor Parties shall be liable under any circumstances for, and Lessee hereby waives and releases Lessor and Lessor Parties from, all liability for punitive, special or consequential damages arising under or in connection with this Lease, including, but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill, loss of use, or any other injury or damage to, or interference with, Lessee's business, in each case, however occurring.

39. **GOVERNING LAW**: This Lease shall be governed by and construed in accordance with the internal laws of the State of Indiana, without reference to the conflicts of laws or choice of law provisions thereof.

40. **WAIVER OF JURY TRIAL**: EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS LEASE. EACH PARTY ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL CONSIDERATION AND INDUCEMENT TO THE EXECUTION OF THIS LEASE, AND CONSTITUTES A KNOWING AND VOLUNTARY WAIVER.

41. **EXPANSION OPTION:** At any time during the Term, provided that Lessee is not in default (as defined in Section 19 herein) of any of the terms and conditions of this Lease, upon written notice to Lessor, Lessee shall have the option to expand the Premises by approximately 96,820 square feet, as generally depicted on Exhibit "F" attached hereto, depending on municipal approval of the design, by having Lessor construct an addition to the Premises (the "Expansion"). The plans and specifications for the Expansion shall be mutually agreed upon by the parties in good faith; however, it shall in all respects be substantially similar to the existing building. Notwithstanding anything to the contrary contained herein, it shall be a condition precedent to Lessee's option to expand that, at the time of exercising such option, Lessee deliver to Lessor such audited financial statements of Lessee for the past three (3) years (including, without limitation, Lessee's profit and loss statement, balance sheet, and cash flow statement) in form and substance reasonably acceptable to Lessor.

The total cost to construct the Expansion includes, without limitation, the cost of design, development, construction services, construction materials, construction drawings, plans, government permits and approvals, supervision and/or management fees incurred by Lessor with respect to constructing the Expansion (the "Total Development Costs"). The annual Base Rent to be paid by Lessee for the Expansion (the "Expansion Rent") shall be such cost multiplied by the greater of: (i) 600 basis points above the ten (10) year U.S. Treasury rate in effect as of the date of Lessee's notice to Lessor exercising its option to expand hereunder; or (ii) eight percent of the Total Development Costs (8%). The Expansion Rent shall be paid to Lessor in addition to the then current monthly Base Rent. In the event that at the time the Expansion is substantially completed, there is less than ten (10) years left on the Term of the Lease, then the Term shall be automatically extended from such date of substantial completion for a period equal to the difference between ten (10) years less the balance of such the Term; it being the intent of the parties hereto that should Lessee exercise its expansion option hereunder, the Term shall have a balance left of not less than ten (10) years from the date the Expansion is substantially completed. For purposes of clarity, the parties hereby acknowledge and agree that the Term extension requirement set forth in the preceding sentence applies to both the original Premises and the Expansion space.

Lessor shall complete the Expansion within a commercially reasonable time, unless delayed by factors beyond its control. The parties agree that the Expansion shall be deemed substantially completed on the date that: (a) a certificate of occupancy, either temporary or permanent, has been issued for the Expansion, and (b) Lessor's architect issues a certificate of substantial completion.

The parties agree to execute an amendment to this Lease to evidence the exercise of the Expansion, the plans and specifications governing Lessee's rights under this Section 40 shall terminate if (a) this Lease or Lessee's right to possession of the Premises is terminated or (b) Lessee assigns its interest in this Lease or sublets more than 30% of the Premises, except as part of a Permitted Transfer.

Notwithstanding anything to the contrary contained herein, Lessor's obligation to construct the Expansion as set forth herein shall be contingent upon Lessor receiving all necessary governmental permits and approvals for such Expansion, which, Lessor shall use reasonable good-faith efforts to obtain. If Lessor cannot obtain such governmental permits and approvals as provided above, then the parties hereby acknowledge and agree that Lessee's option to expand the Premises as set forth hereunder shall be deemed null and void, and neither the validity of this Lease nor Lessee's obligations hereunder shall be affected hereby and Lessee shall have no claim against Lessor by reason thereof.

43. **ASSIGNMENT OF OPTIONS/RIGHTS:** Without limiting the generality of any provision of this Lease which states that any option or other right of Lessee is personal to the original Lessee hereunder or may only be assigned under certain conditions, no option or similar right of Lessee hereunder, including without limitation, any right to assign and/or sublease, any option to extend or renew, option to expand, first offer or first refusal right, or first right to lease, may be assigned (except in event of a permitted transfer not requiring Lessor's consent as set forth in Section 16 herein), and any attempt to assign such right shall be null and void.

44. **MEMORANDUM OF LEASE**. Lessee shall have the right to record in the office of the recorder of Hancock County, Indiana, a memorandum of this Lease in a form which complies with Indiana recording laws, provided, however, that if Lessee records such memorandum, Lessee, at its sole cost and expense, shall be required to provide for a release of the recorded memorandum upon the expiration or earlier termination of the Term of this Lease.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

LESSOR:

ALLIANCE INTERSTATE PARK INDIANA BECKNELL INVESTORS LLC, a Delaware Delaware limited liability company

By: BECKNELL INDUSTRIAL OPERATING PARTNERSHIP, L.P., a Delaware limited partnership, its sole member

By: BECKNELL INDUSTRIAL OPERATING PARTNERSHIP GP, LLC, a Delaware limited liability company, its general partner

By: Brett Hall

Its authorized signatory

PEH TRM KMD

LESSEE:

SPECTRA PREMIUM (USA) CORP., a Delaware corporation

By: [signature]

Nicolas Beugnot

Its: Director & Secretary

LAND DESCRIPTION

Part of the Southeast Quarter of Section 23, Township 16 North, Range 5 East of the Second Principal Meridian, Buck Creek Township, Hancock County, Indiana, also being all of Block A of the Re-Plat of Block "A", Mount Comfort Commercial Park, Section Five, recorded as Instrument Number 201610190, Plat Cabinet C, Slide 376 in the Office of the Recorder of Hancock County, Indiana.

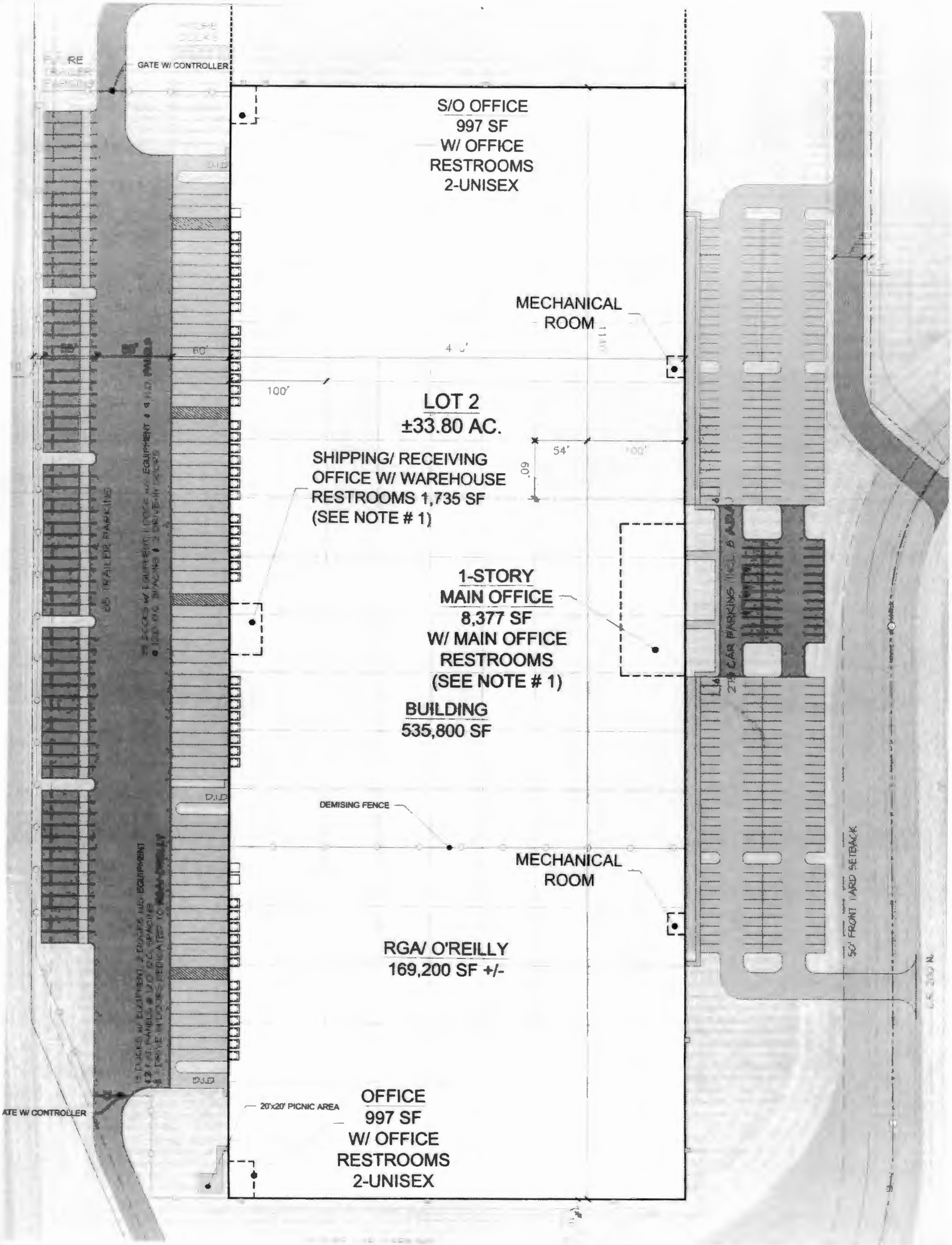

GATE W/ CONTROLLER
S/O OFFICE
997 SF
W/ OFFICE
RESTROOMS
2-UNISEX
MECHANICAL
ROOM
60'
100'
LOT 2
±33.80 AC.
54'
60'
SHIPPING/ RECEIVING
OFFICE W/ WAREHOUSE
RESTROOMS 1,735 SF
(SEE NOTE # 1)
1-STORY
MAIN OFFICE
8,377 SF
W/ MAIN OFFICE
RESTROOMS
(SEE NOTE # 1)
BUILDING
535,800 SF
DEMISING FENCE
MECHANICAL
ROOM
RGA/ O'REILLY
169,200 SF +/-
50' FRONT YARD SETBACK
ATE W/ CONTROLLER
20'x20' PICNIC AREA
OFFICE
997 SF
W/ OFFICE
RESTROOMS
2-UNISEX

EXHIBIT "B"

WORK LETTER

This Exhibit is attached to and forms a part of the Lease dated 8/31 2018, between ALLIANCE INTERSTATE PARK INDIANA BECKNELL INVESTORS LLC, a Delaware limited liability company, as Lessor, and SPECTRA PREMIUM (USA) CORP., a Delaware corporation, as Lessee, covering certain premises consisting of approximately 535,800 square feet and located in Greenfield, Indiana, all as more particularly described therein (the "Lease"). The terms used in this Exhibit that are not defined herein shall have the same definitions as set forth in the Lease. The provisions of this Exhibit shall prevail over any inconsistent or conflicting provisions of the Lease.

1. Lessor's Work. Prior to the Scheduled Completion Date (as defined below), Lessor, at Lessor's sole cost and expense, shall Substantially Complete the Lessor's Work (as defined below) in accordance with the terms and conditions contained in this Work Letter and in the Lease. The Lessor's Work shall be completed lien-free and in a structurally sound and rentable condition, in a good and workmanlike manner, free of defects in workmanship and material with all building systems in good, serviceable operating condition.

2. Improvements comprising the Lessor's Work: Lessor shall complete the following improvements in accordance with the Final Plans and Specifications (as defined below) and the terms and conditions contained herein and in the Lease:

(a) the Building;

(b) the standard improvements described in the Preliminary Outline Specifications attached hereto (the "Tenant Improvements");

(c) the above standard improvements described in the Preliminary Outline Specifications attached hereto, if any ("Above Standard Improvements");

(d) all on-site improvements required for the use and operation of the Premises, as depicted on Exhibit "A-1" attached to the Lease, including, without limitation:

(i) all sidewalks, service drives, parking areas, driveways, streets, access-ways to public streets and highways, curbs, utilities, directional signs and related improvements and landscaping,

(ii) the delivery and servicing areas adjoining the Building or designated as such on Exhibit "A-1", which areas shall be adequate for the passage, unloading and, if necessary, turning around of trailer trucks and other commercial vehicles, and

(iii) all traffic and parking lot striping and control signs, lighting and any fencing or screening walls depicted on such Exhibit "A-1" or required by law, ordinance or regulation (all of which improvements in (d)(i),(ii), and (iii) being herein collectively called the "On-Site Improvements');

(e) all off-site improvements required to be constructed by Lessor in connection with the construction, development, use and operation of the Premises, including, but not limited to, all off-site rights of way contiguous to the Land, all sidewalks, driveways, streets, curbs, acceleration, deceleration and stacking lanes, traffic controls and signals, directional signs, utility improvements, and all other related improvements described or referenced in Exhibit "A-1" attached to the Lease, required by applicable laws, ordinances and permits, or required for the intended use and operation of the Premises (the "Off-Site Improvements');

(f) all drainage retention and storm water runoff systems and other requirements (collectively, "Drainage Improvements').

The On-Site Improvements, Off-Site Improvements, and Drainage Improvements shall be collectively referred to as the "Site Improvements" and the Site Improvements together with the Building, Above Standard Improvements, if any, Tenant Improvements, and any and all other improvements described, referenced or delineated in the Final Plans and Specifications shall be defined herein collectively as the "Lessor's Work."

3. <u>Final Plans and Specifications</u>. Lessor shall provide a "turn-key" build-out of the Lessor's Work within the time frames set forth in the schedule attached hereto and incorporated herewith as Exhibit "E" (the "Schedule"), subject to Force Majeure and Lessee Delay, as defined herein; moreover, subject to Force Majeure and Lessee Delay, as defined herein, Lessor shall Substantially Complete Lessor's Work on or before December 30, 2019 (the "Scheduled Completion Date") based on design, construction, site, mechanical, electrical, plumbing, fire protection, landscape, finish, communication, and other plans to be prepared by Lessor's architect and contractors, at Lessor's expense. Such plans shall be initially based on and reflect the Preliminary Outline Specifications as set forth in Schedule 1 attached hereto and the "Plans" as set forth in Schedule 2 attached hereto. Final plans and specifications shall be comply in all material respects to the Preliminary Outline Specifications and the Plans, as they may be amended upon written request of Lessor during the finalization of the design for the Lessor's Work only with the specific and express written

approval of Lessee in accordance with Paragraph 10 below (the "Final Plans and Specifications"), and further, in compliance with all applicable laws, ordinances and permits and with all applicable risk-engineering/insurance industry standards and shall be mutually agreed to by the parties within the time frames established in the Schedule (the "Review Period"). In the event Lessee fails to comment on, revise, or approve the plans delivered to Lessee by Lessor within the Review Period, then such plans as delivered by Lessor shall be deemed approved. Any delay in approving the plans within the time frames set forth in the Schedule shall be deemed to be a Lessee Delay. Notwithstanding the foregoing, Lessor agrees that, in any event, the Preliminary Outline Specifications and Plans are acceptable to it. Construction of the Lessor's Work shall be performed in accordance with all applicable laws, the terms of the Lease and this Work Letter.

Notwithstanding any approval of (or failure to comment, revise, or approve) the Final Plans and Specifications, in no event shall Lessee be responsible for determining whether the Final Plans and Specifications are compliant with applicable laws, ordinances and permits, which is the responsibility of Lessor and its architects, engineers and contractors, nor shall Lessee in any event have any control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures of, or for the safety precautions and programs in connection with, the Lessor's Work.

Lessor and its architects, engineers and contractors shall grant to grant to Lessee a limited, irrevocable and non-exclusive license to use the Final Plans and Specifications (and "as-built" drawings for the completed the Lessor's Work, which shall be provided to Lessee promptly following completion of the Lessor's Work) solely and exclusively for purposes of using and maintaining the Lessor's Work and other portions of the facility and, if applicable, to perform any Lessee improvements to the premises as permitted by the Lease. Notwithstanding the foregoing, the parties hereby acknowledge and agree that if Lessee utilizes such Final Plans and Specifications for its own improvements and/or Alterations, Lessee shall do at its own risk, and Lessor makes no representation or warranty that such Final Plans and Specifications comply with Lessee intended improvements and/or Alterations, and expressly disclaims any obligation or responsibility related thereto.

4. Actual Square Footage: Lessor's architect shall certify as to the actual square footage of the Building once it is Substantially Completed.

5. Construction Costs and Contractor. Except as set forth otherwise in the Lease, the entire cost of Lessor's Work, including, without limitation, the cost of design, pre-construction and construction services, construction materials, construction drawings, plans, government permits and approvals, supervision and/ or management fees and any

other costs incurred by Lessor with respect to of Lessor's Work (collectively, the "Construction Costs"), shall be timely paid for by Lessor, at its sole cost and expense. Lessor's affiliate, Becknell Services L.L.C., an Illinois limited liability company, has been selected to be the general contractor and is licensed and qualified to construct facilities of the size and magnitude of the Lessor's Work.

6. Substantial Completion; Completion Date(s) and Remedies. For purposes of this Work Letter and the Lease, the date Lessor has "Substantially Completed" Lessor's Work, or the date of "Substantial Completion" shall be the date that: (a) a certificate of occupancy, either temporary or permanent, has been issued for the Building, and (b) Lessor's architect issues a certificate of substantial completion. Lessor acknowledges and agrees that Substantial Completion of Lessor's Work shall occur on or before the Scheduled Completion Date, subject to Lessee Delay and Force Majeure. In the event the Scheduled Completion Date is not met by Lessor, subject to Force Majeure and Lessee Delay, then for each day of delay that is thirty (30) days beyond the Scheduled Completion Date, Lessee shall be entitled to (i) (one (1) day of free Base Rent and (ii) one (1) day extension of the term of Lessee's current lease with Lessor (which the parties agree to promptly memorialize such extension in a lease amendment to the current lease), in each case until Substantial Completion of the Lessor's Work.

7. Force Majeure and Lessee Delay. If Lessor's ability to meet the Scheduled Completion Date is delayed by reason of Force Majeure (as defined below) or any actual delays caused solely by Lessee (through no fault of Lessor), including, without limitation, as a result of change orders requested by Lessee (each a "Lessee Delay"), the time for the completion of the obligation directly affected by such delay shall be extended for a period equal to such delay. No extension of time shall be granted for delays on account of, or resulting from weather conditions (except only for certain weather conditions mentioned in the following sentences), or the failure to obtain or delay in obtaining any governmental approvals or permits necessary for the construction and/or operation of Building and the Site Improvements, or any improper design or construction of the Lessor's Work. As used herein, the term "Force Majeure" shall mean any labor dispute, strike, lockout, fire, unavailability of material, acts of God, riots, insurrection, war or other casualty or events of a similar nature in each case beyond a party's reasonable control. For purposes of clarity, if adverse weather conditions are the basis for a claim by Lessor for an extension of the Scheduled Completion Date, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, were not included in the construction estimates and schedules, and had an adverse effect on the critical path of scheduled construction.

8. Inspection. Provided Lessee does not unreasonably interfere with Lessor's Work, representatives of Lessee may inspect the Lessor's Work at any time and with such reasonable frequency as Lessee deems necessary during regular working hours, or otherwise as mutually agreed, to confirm that the Lessor's Work is being constructed in substantial accordance with the Final Plans and Specifications. Representatives of Lessee shall be allowed the use of Lessor's general contractors or subcontractors' lifts, ladders and scaffolding for the purpose of inspecting the Lessor's Work. Lessee shall indemnify and hold Lessor harmless from and against any loss resulting from Lessee's inspections of Lessor's Work.

In no event shall Lessee have any obligation to inspect Lessor's Work or to confirm that it is being constructed in accordance with the requirements of the Lease or any applicable laws, ordinances and permits.

Lessor (along with its architects, engineers and contractors, as appropriate) shall conduct periodic meetings with Lessee to review matters such as progress, coordination, and scheduling of the Lessor's Work and any exercise of the Early Access Rights described in Paragraph 9.

9. Early Access Rights. On or before September 23, 2019, provided that Lessee does not unreasonably interfere with Lessor's Work, Lessor shall endeavor to provide Lessee and its employees, agents, representatives, contractors and vendors access to the Premises to install Lessee's, furniture, fixtures, equipment, and other personal property ("Lessee's FF&E") during regular working hours, or otherwise as mutually agreed. Lessee shall indemnify and hold Lessor harmless from and against any loss, claim or damage resulting from Lessee's installations and early access work. Such early access shall be deemed to be upon all the terms, covenants, conditions and provisions of this Lease, except the obligation to pay Rent.

10. Change Orders. During the performance of the Lessor's Work, either Lessor or Lessee may submit a written request to the other party for one or more change orders to the Final Plans and Specifications. No change order shall be accepted and incorporated into the Lessor's Work unless the same is approved in writing by the other party to this Lease within three (3) business days following the request therefor. Any proposed change in the construction schedule or additional cost for the work must be set forth in the change order request.

11. Email Notices. Notwithstanding any other provisions in the Lease or this Work Letter, any written notice or written request under this Work Letter shall be deemed sufficiently given if sent by email transmission to Lessor's Representative at

CKouri@becknellindustrial.com, and to Lessee's representative at guenettes@spectrapremium.com AND to lefebvreb@spectrapremium.com

12. No Consequential Damages. In no event shall either party be liable under this Work Letter for special, incidental or consequential damages.

13. Warranty. In addition to the requirements set forth in the previous paragraphs, Lessor shall provide a one (1) year warranty of Lessor's Work (the "Warranty"). Lessee shall notify Lessor in writing of any latent defect, or nonconforming portion of Lessor's Work regardless of its nature (each a "Warranty Item"), which Lessee discovers during the first year of the Lease Term (the "Warranty Period"). Upon receipt of such notice Lessor shall promptly repair the Warranty Item (and any portion of the Premises damaged by such repair work) at Lessor's expense and without unreasonable interference to Lessee's occupancy or use of the Lessor's Work and other portions of the Premises. Failure or omission of Lessee to notify Lessor of a discovered Warranty Item during the Warranty Period shall constitute a waiver of Lessee's right to require Lessor to remedy such work. Lessor shall make available to Lessee, and Lessee shall receive full benefit of, any manufacturers' warranties/guarantees associated with any component(s) of the Premises, structural or non-structural, including without limitation roofing products and mechanical systems.

Schedule 1 to Work Letter

Preliminary Outline Specifications

(To be attached)

BASE BUILDING SPECIFICATIONS

Spectra Premium Industries

535,800 sf. Build to Suit - Development

Mount Comfort, Indiana

PREPARED BY

BECKNELL
INDUSTRIAL

August 2 th, 2018

1.00 **GENERAL DESCRIPTION**

1.10 **Parcel Description:**
Site Area: +/- 33.8 Acres
Zoning: IBP – Industrial Business Park
Town: Greenfield (Mt. Comfort), Indiana.
County: Hancock

1.20 **Building Area:**

Warehouse area:	535,800 sf
Building Dimensions:	(470'x 1,140')

2.00 **DESIGN**

The design of the facility will be completed by licensed architects and engineers. The design will include architectural, structural, civil, electrical, mechanical, plumbing, fire protection, fire alarm and landscape plans. These plans will be in sufficient detail to allow issuance of a building permit by local authorities and will be in compliance will all federal, state, and local codes, including the Americans with Disabilities Act (ADA).

3.00 **SITE WORK**

3.10 Grading:
All work necessary to clear, strip, excavate, backfill and grade the site for the building construction in accordance with recommendations of an independent soils engineer. Subject to verification through soil borings and topographic information, we have assumed buildable soil and a balanced site.

3.20 Paved Areas:

- Automobile Drives and Parking – Automobile paving shall be installed per independent geotechnical recommendations. Two hundred seventy five (275) dedicated car parking stalls shall be provided (including Six (6) handicap accessible stalls), as required by code.
- Truck Drives and Parking – Truck dock aprons shall be constructed using 4,000 psi concrete - 60'0" depth, and installed per independent geotechnical design..
- Trailer-parks (65) ea. shall be constructed with heavy duty asphalt and include concrete dolly-strips.
- Truck asphalt drive and staging areas will be constructed with heavy duty asphalt sections per geotechnical design.
- Concrete curbing, striping, and handicap signage shall be provided, as required by code.

3.30 Sidewalks construction shall be provided per local code. In addition, a concrete picnic area shall be provided at the south-west corner of the building.

3.40 Underground Utilities:

All necessary storm, sanitary, natural gas, and water connections to existing municipal lines shall be provided. All materials are to conform to local codes.

3.50 Storm Water Detention:
Master retention provided on site and on adjacent land parcel with water quality treatment units shall be provided on site as required by local and state codes as reflected on the civil design plans.

3.70 Landscaping:
All landscape design and installation shall be provided as required to meet/or exceeding local code requirements.

3.80 Fencing:
The truck dock side of the building shall be enclosed using 8'0" height chain link fencing and include (2) automated entry/exit gates. Automated gates shall include Two (2) underground conduit (as specified by Spectra) terminating inside the building – within the shipping and receiving offices. Conduit sizing and final locations to be coordinated. Refer to the attached site plan dated 8/29/2018 for the site fencing locations.

3.90 Monument Sign:
All power, illumination and site location approval s shall be provided by Becknell Services as required by the Spectra Premium Industries monument sign (at main entry curb cut). Becknell shall coordinate the actual monument sign location with Spectra. The monument sign permit and procurement shall be provided by Spectra Premium Industries.

4.00 BUILDING SHELL

4.10 Exterior Walls:
The building walls shall be constructed of load bearing reinforced precast concrete wall panels with integral insulation for a minimum composite R-value of R-12. Exterior wall face will be standard smooth finish with decorative reveals and will be painted. Prefinished aluminum coping (standard color) will be installed at top of all perimeter walls. All panel joints shall be caulked, interior and exterior sides. Interior face of all precast wall panels will be painted with (2) coats of white latex paint.

Walls will be supported on reinforced concrete foundations designed per geotechnical report recommendations.

4.20 Windows:
Window glazing is to be 1" thick insulating glass, gray tint, set in prefinished aluminum thermally broken frames with anodized aluminum finish by Kawneer or equal. Interior vestibules will be ¼ inch thick clear glass, tempered in areas required by code. Clerestory windows will be provided at warehouse area.

The Five (5) planned storefront windows adjacent to the break and training rooms (storm resistant rooms), shall be upgraded to include impact resistant glazing and storm shutter protection. The storm resistant glass will look just like the standard storefront glazing systems used at the rest of the building. The storm resistant glass, however, will include laminated impact resistant safety glass. This is obtained by the addition of a clear plastic film being applied to the glass in the manufacturing process.

4.30 Steel Structure:
Steel structure is to be a combination of open web steel bar joists, joist girders, steel deck and tube columns. Columns to be spaced as shown on floor plan; 54' x 60' typical bays with 100' x 60' bays at dock bays on both sides of the building. Subject to final structural design, "K" bracing will be required across the building at two column line locations. Bracing width will not exceed the column width where they are mechanically attached. Clear height to the bottom of the structure is 40'0" at all internal bays. Building clear height at the east dock bay will be approximately 38'10", building clear height at the west dock wall will be approximately 37'9". Steel roof deck shall be prefinished white, steel structure shall remain grey factory primed finish.

4.40 Roof:
The roof is to be a minimum .45 mil, single ply, mechanically fastened membrane (TPO) system applied in accordance with manufacturer's specifications, and shall carry a manufacturer's 15 year warranty. Roof membrane will be installed over 3 inches of polyisocyanurate insulation (two layers with staggered joints) for R-20 minimum rating or to meet local energy code requirements.

Proposed roof attachment will meet the same specifications outlined in the FM 1-60 Guidelines.

Subject to final design and engineering, the roof will be sloped providing roof drainage via internal roof drains and/or perimeter gutters and downspouts. Scupper overflow drains will be provided as required by code. All roof drains and downspouts will be tied in to underground storm drainage system.

4.50 Floor Slab:
The building floor slab will be constructed using a ductil-crete floor slab design system. This floor slab installation will dramatically reduce the quantity of floor slab control joints. The Ductil-crete floor slab will be designed meeting and/or exceeding the same design specifications as a 7 inch - 4000 psi unreinforced concrete floor slab over 6 inches stone aggregate. All floor slab areas will receive Ashford Formula Sealer (or equal).

Floor joints will be filled with McGuire MM-80 (or equal) caulking system.

A vapor barrier will be installed under the floor slab at all areas where office construction will occur.

4.60 Overhead Drive in Doors:
Three (3), 12' wide x 14' high, 26 gauge insulated drive-in doors (high lift, sectional) shall be provided with vision light and motorized operator.

4.70 Truck Docks
Forty-eight (48) truck dock positions shall be provided - expandable by an additional Seventeen (17) positions. All truck docks are 48 inches high from finished grade to finish floor slab.

Each truck dock equipment package will consist of the following: 9' wide x 10' high, 26 gauge insulated sectional door (manual operation) with vision light; automated 35,000 lb. airbag style, 6'0" by 8'0" dock leveler (Kelly or equal); dock seals; bumpers; track guards; adjustable dock lights, truck restraints with red/green lights & edge angles as required for equipment installation.

In addition, Three (3) additional dock height dock door locations will be provided for compactor/scrap/recycling locations.

A 45'0" by 20'0" canopy shall be constructed over the scrap/recycling bins.

All dock & drive-in doors to include building attached - numerical signage directly above doors.

4.90 Entry:
A standard storefront entry shall be provided at each entrance. Refer to Section 4.20 Windows.

5.00 INTERIOR IMPROVEMENTS

5.10 Warehouse Interior:

1. Building columns shall be painted (safety yellow) up to 14'0" at each of the speed bays.
2. Roof structure will be left exposed with factory applied light gray prime coat. Steel roof deck shall be prefinished white.
3. Interior face of precast walls shall be painted white.
4. Man-doors shall be insulated hollow metal in hollow metal frames, and painted to match the building.
5. An internal 8'0" height chain link fence will be installed demising the north warehouse area from the south warehouse area. Fence shall include (2) automated chain link gates allowing for fork lift traffic. Actual fence location shall be coordinated with Spectra Premium Industries.
6. Hand rail shall be installed separating office construction from warehouse areas. Refer to the attached office space plans for proposed locations.)

6.00 HVAC SYSTEMS

6.10 Warehouse Area:
Heating shall be provided via rooftop mounted gas -fired makeup air units including programmable/lockable thermostats. Engineered system shall provide 55 degrees Fahrenheit at 0 degrees Fahrenheit outdoor temperature.

Summer ventilation system shall include roof top installed exhaust fans providing One (1) air-change per hour. In addition, Eight (8) "Big Ass" (or equal) fans shall be provided and installed over the dock shipping bay.

7.00 PLUMBING

7.10 Under the building floor slab, running the length of the building will be a 4" PVC sanitary sewer line (gravity) for connections required by future tenant improvements.

7.20 An overhead water line (supported by the roof structure) shall be installed running the length of the building.

7.30 Hose Bibbs will be located at (2) locations at the dock sides of the building.

8.00 FIRE PROTECTION

8.10 Warehouse:
An ESFR (wet system) automatic fire sprinkler system shall be provided complete meeting FM Global – Data sheet 8-9, Table 8, specifications. The use of (K 25.2) sprinkler heads at 50 PSI are hereby proposed.

Fire hydrants will be furnished and installed at the exterior building perimeter. Quantity and location of hydrants subject to Civil Engineers final design and applicable code requirements

Ten (10) # ABC fire extinguishers shall be furnished and installed throughout the offices and warehouse as required by the local fire Marshall.

System will be pressurized via an electric fire pump housed within a mechanical room on the east-side of the building.

9.00 ELECTRICAL SERVICE, POWER, AND LIGHTING

9.10 Electric Service:
One (1) 2,000 amp electrical service, 277/480 volt, 3 phase, 4 wire main electric service shall be provided.

The location of the electrical service located on the east side of the building- to be coordinated with Spectra. A Spectra consultant shall confirm adequacy of the proposed service size.

The building electrical service shall include an automatic transfer switch and associated equipment allowing for mobile generator connection. System will be engineered providing back-up of both the building electrical service and the electric fire pump.

9.15 A comprehensive fire alarm system shall be furnished and installed meeting all requirements of the local governing authority

9.20 A complete battery charge station, including Forty (40) electrical disconnects and associated exhaust systems/epoxy floors will be provided. Actual location within the building to be coordinated with Spectrum Premium Industries.

9.25 The building electrical design shall be a collaborative effort providing coordination between the building electrical design panel locations and the anticipated Spectra electrical requirements.

9.30 Lighting:

Warehouse lighting is to be LED high bay fixtures (with motion sensors) designed to provide 30 foot candles average illumination measured at 3' 0" above finish floor. Fixtures can be adjusted to a maximum 30 minute illumination after sensor activation. Warehouse lighting will be designed around Spectra provided warehouse racking & material handling drawings. In case of a power disruption, battery back-up fixtures shall be provided throughout the offices and warehouse, as required by code.

9.35 Becknell shall provide power wiring to all metal detector locations as required by the Spectra provided and installed system.

All exit lights shall be LED type with 90 minute battery back-up per code.

Exterior lighting is to be pole and/or building mounted LED fixtures situated around the perimeter of the truck/trailer parking areas, and at car parking. All exterior lighting will be designed, engineered and installed as required by local code.

11.00 MISCELLANEOUS

11.20 The break and training rooms shall be constructed using storm resistance materials. The exterior walls shall be constructed using concrete block and a bar joist/metal deck above with light weight concrete slab. The elevated concrete deck design based upon a 100psf live load. No stairway access provided for future office/storage use.

11.25 Awning/canopies shall be provided at main and employee entrances.

11.30 The Becknell design build Team will work with all Spectra Contractors (security, communications, racking, etc.) to coordinate their installations concurrent with the base building construction.

END OF OUTLINE SPECIFICATIONS

PROJECT SUMMARY

Described below are the construction improvements and specifications associated with the Spectra Premium Industries office construction.

Refer to the attached building space plans (overall and enlarged), dated 8/2 /2018 - as prepared by Curran Architecture.

Main Offices: (8,377 sf)

Shipping Offices: (1,768 sf)

North-West Offices: (997 sf)

South-West Offices: (997 sf)

Section A: Provides the specifications that will be used for the turnkey design/build construction of the administrative offices (12,139 sf).

SECTION "A" – Office Specifications.

ARCHITECTURAL & MEP DESIGN SERVICES

Becknell Industrial will provide all Architectural design, mechanical and electrical engineering services as required to complete the office construction. In addition, all required permitting, utility connection, impact and associated fees are included. All construction plans shall include seal from a design professional registered in the State of Indiana and submitted to Spectra Premium Industries for review and approval.

01600 - MATERIALS AND WORKMANSHIP

All materials specified in this project shall conform to the latest specifications of:

- ❑ American Concrete Institution
- ❑ American Institute of Electrical Engineers
- ❑ American Woodworking Institute
- ❑ American Society of Mechanical Engineers
- ❑ American Society of Heating/Refrigeration Engineers
- ❑ National Electric Code
- ❑ National Fire Protection Association

- International Building Code

06100 – ROUGH CARPENTRY

Wood Blocking/Plywood

Provide wood blocking for support of all wall hung cabinetry, wall hung plumbing fixtures, millwork or other miscellaneous equipment including tenant provided equipment. In addition, a plywood back board 4' x 8'x ¾" (BC Grade) will be provided as a substrate for the tenant provided telephone/data "D" mark and equipment installation.

Interior of bathroom "wet walls" walls will receive plywood substrate with Fiber Reinforced Panels (FRP) on all wall surfaces.

06200 – FINISH CARPENTRY

All finish carpentry including but not limited to millwork, casework and plastic laminates is to conform to AWI Premium Grade.

07500 – ROOFING

All roof penetrations associated with the tenant improvements shall be flashed, and made water-tight using industry standard materials and techniques. Base building roof warranty shall be maintained.

08100 – METAL FRAMES, WOOD DOORS & HARDWARE

Frames

Provide metal frames for doors, transoms, sidelights, borrowed lights, and other openings, of types and styles as shown on the preliminary space plan drawings. All frames shall be 16-guage cold rolled steel and have a factory applied, baked on rust inhibitive primer. All frames shall be prepared to receive hardware as required by the specific door and location. Frames may be welded or knock-down.

Pre-finished Wood Doors

Provide 3'-0" x 7'-0" x 1 ¾" solid core wood doors according to the following standards:

1. Particleboard Core: ANSI A208.1, Grade 1-LD-1

2. Veneer Face: Provide Uniform light birch or maple, 1/8" 3 ply, Grade A, Rotary veneer, pre-finished at the factory in one of the manufacturer's standard colors. Designer to provide finish color.
3. Edge Construction: At hinge stiles, provide manufacturer's standard laminated edge construction with improved screw holding capability and split resistance and with outer stile matching face veneer.
4. Hollow metal doors may be used throughout the office and warehouse in lieu of wood. Doors shall be 18 gauge, seamless units, factory primed finish and internal reinforcement at all potential hardware locations.

Hardware

All locksets shall be commercial grade, ADA approved, - medium-duty locksets in finish as selected by tenant. Door hardware will consists of locksets, hinges, silencers, wall stops, closers and push, pull and kick plates according to Industry standards. All keyed locksets will include lock specific keys, master keys operating all locks will also be provided.

Emergency exiting hardware will be provided as required by code requirements.

09260 – GYPSUM BOARD ASSEMBLIES

Typical partition wall construction will consist of one layer 5/8 in. gypsum wall board applied to each side of metal studs with 1 in. type S drywall screws 8 in. o.c. to vertical edges and 12 in. o.c. to intermediate studs. Stagger joints 24-in. o.c. each side. All office walls to include internal batt insulation (R-12)

All interior wall partitions will be painted with (2) coats of latex paint, water resistant paint at bathrooms and utility areas. Color samples provided by Landlord and selected by Tenant.

All wet wall applications to receive water resistant gypsum wallboard or ½" CDX plywood substrate with fibre reinforced panels (FRP).

Wall partitions separating the offices from the warehouse shall extend from the floor up to the roof structure above.

09510 – ACOUSTICAL CEILINGS

Acoustical Panels/Grid

Acoustical Panel Standard: Provide and install Armstrong "Second Look'' acoustical panels (2' by 4') with tegular edge and internal reveal simulating a 2' by 2' acoustical panel. Acoustical grid shall be 15/16" width and all systems installed at 9'0" above finish floor.

R-12 Batt insulation will be provided and installed above private offices, conference rooms and bathrooms.

Any code required insulation above acoustical ceiling systems shall be provided and installed concurrent with ceiling installations.

09600 - FLOORING

Carpet

Carpeting shall be Shaw queen Commercial or equal. Carpet shall be installed using a "Glue Down" technique using the manufacturer recommended adhesive and installation specifications.

Vinyl Base

Wall Base shall be either 2 ½" or 4" vinyl selected from Armstong, Tarkett, Johnsonite or Roppe Manufacturers.

Adhesives to be water-resistant as recommended by vinyl base manufacturer.

Vinyl Composite Tile

VCT shall be Armstrong 12" by 12" Exelon, imperial texture or equal. Installation of flooring in accordance with Manufacturers recommended products and specifications.

Floor Sealer

Hilliards LT concrete sealer can be provided within the office buildout in lieu of carpeting and/or vinyl tile flooring. This is a high molecular weight (water based) acrylic sealer that can be purchased with matte and semi – matte finish. Provides a durable floor finish with minimized maintenance.

10100 – SPECIALTIES

Provide restrooms with recessed towel/waste receptacle, recessed soap dispenser, semi-recessed toilet paper dispenser, & ADA hardware as required by code.

Provide and Install ¼" plate glass mirrors in restrooms at all vanity locations.

Horizontal 1" mini blinds shall be furnished and installed at all glass storefront within the boundaries of the new office construction. Mini blind color to be selected from Manufactures standard color pallet.

Provide and install wall mounted fire extinguishers required by local code requirements

Provide floor mounted, overhead braced metal toilet partitions w/ manufacturer's standard baked on enamel finish, including chrome latch, coat hook and rubber bumper unless specifically altered by Drawings.

15300 – FIRE PROTECTION

Design and provide a complete fire protection system (recessed heads) for the entire office area. The system will connect to the buildings main system.

Sprinkler heads to be centered in ceiling tiles.

15400 – PLUMBING

Design and provide a complete plumbing system including all hot and cold piping, waste and ventilation, electric water heater and fixtures per drawing, including adjustable floor drains with clean out in all rooms with plumbing fixtures. Remote point of use water heaters may be provided in remote sink locations.

Provide for all gas piping necessary to serve office HVAC equipment. The HVAC system will utilize gas fired roof top units and/or split systems. The final quantity and location of roof top units to be determined by design/build Mechanical contractor.

All new plumbing installations (water and sanitary) shall connect to the existing building under slab sanitary system.

Fixtures

- All Water Closets: Tank Type units as required per the final bathroom layout.
- All Handi-cap fixtures as required by ADA specification.
- All Urinals: Wall hung /Top Spud w/ washout flush
- Vanity sinks: Vitreous China, self-rimming oval or as per Architect.
- Lavatory and Vanity faucets: Polished chrome, ADA compliant lever type
- Lavatory Sinks: Vitreous china, wall hung as noted on Drawings
- Janitors Closet Utility Sink & Faucet: Floor mount with back splash
- Drinking Fountains: Wall mount, barrier free access
- All kitchen and break room sinks to have garbage disposal

15700 –HEATING, VENTILATION AND AIR CONDITIONING

Design and provide a complete HVAC system utilizing gas [illegible] fired roof top [illegible] units and electrical condensing units with economizer. Roof top units are to be equipped with High Pressure Switches and Fan Cycling Switches.

The general area for roof top unit placement will be near column line approximately 50' from front of building. The system should be zoned for private offices, common areas and conference areas. All thermostats shall be auto-change over. Provide return in IT closet. All systems shall be fully ducted if office is not demised. Systems to be designed to meet the following climate criteria:

- Winter: 75° F inside when 0° F outside
- Summer: 75° F inside when 95° F Dry-bulb & 78° Wet-bulb @ 50% relative humidity.

Contractor to provide alternates for efficiency based on loads assumed on the drawings:

- Multiple roof top units to serve zoning requirements - office
- Insulated ducted supply and plenum return- office

- Air rotation unit in place of unit heaters in warehouse with 2 air changes per hour in summer

All supply and return diffusers shall be aluminum, 2' x 2' in size and be integral to the suspended ceiling system.

All toilet rooms, mechanical closets & break areas shall be exhausted to the outside as required by code.

Provide balance, start-up, checkout, and a standard one- (1) year warranty from date of start-up.

16000 –ELECTRICAL

Design/ engineer and install all required electrical service panels, separately metered, as designed by electrical engineer.

Design and provide a complete electrical system designed to meet the following office construction criteria: Systems shall include convenience outlets (approximately 3 per office), individual room light switching, and other miscellaneous support electrical typical to general office construction.

Electrical distribution panels serving the Four (4) separate office construction are typically located on the warehouse side of the full height wall separating the office from warehouse. Final locations for electrical panel installations to be coordinated with Spectra.

Provide single gang wall boxes throughout office in locations selected by the tenant. Provide conduit run from gang box to above finished ceiling and furnish with nylon pull string. The pulling of data and phone wiring is the responsibility of tenant and shall not be included in this package.

Provide connections to all mechanical equipment described herein, including roof top units, condensing units, hot water heater, garbage disposal & exhaust fans.

Provide and install one dedicated circuit terminated in a junction box above the ceiling for exterior building sign.

Lighting

The office lighting system shall achieve an average of 50-70 fc at the work surface in office areas using 2' by 4' LED light fixtures. Occupancy sensors and switching provided as required by code and client requirements.

Provide all exit and emergency lighting systems per Uniform Building Code paragraph 1003.3.2.8

Excluded:

The flowing items are not included in the proposed office construction budgets and are hereby excluded.

Metal detectors and associated wiring/control systems.

Compressed air piping, compressors and associated improvements.

Employee Lockers.

Building generator back-up systems.

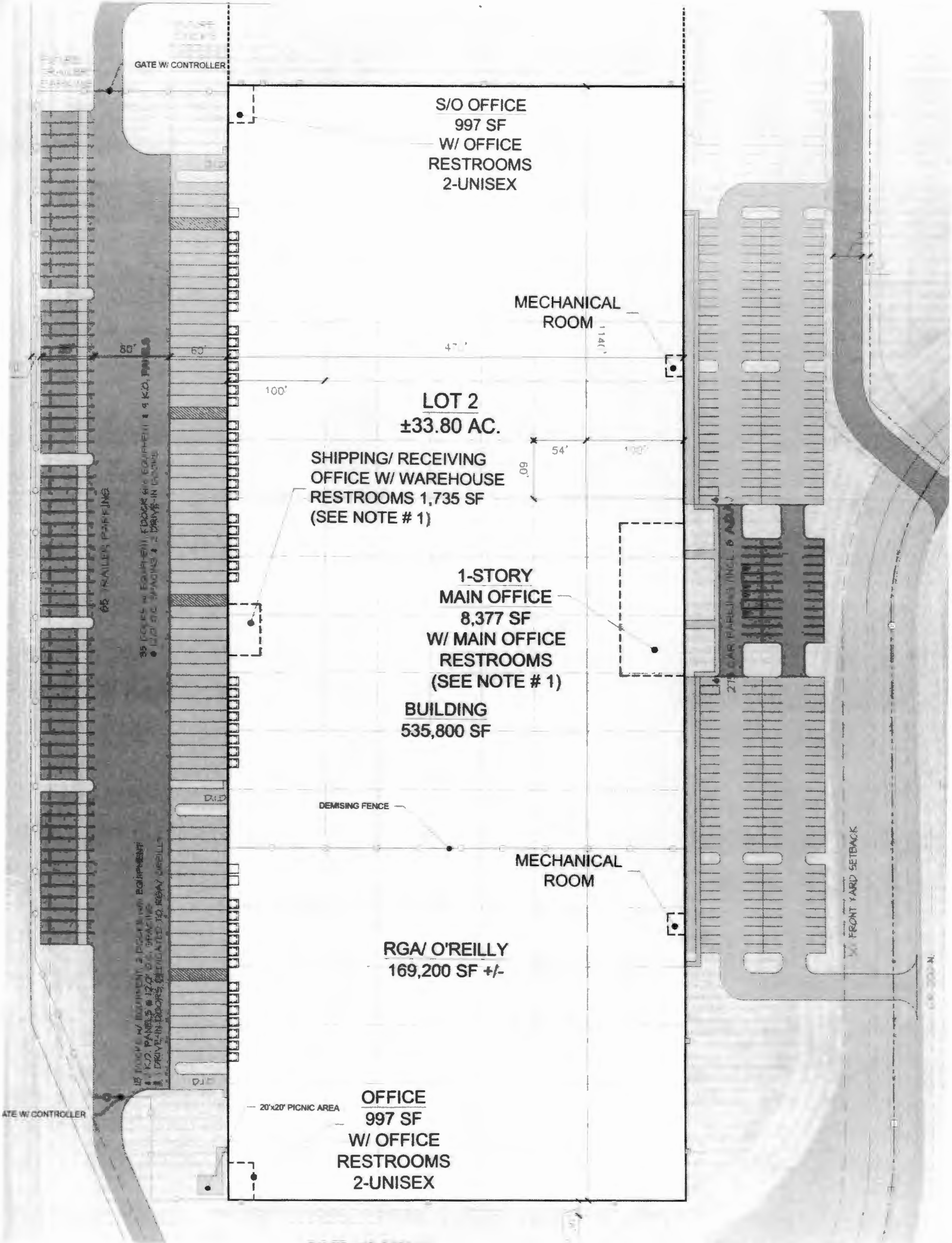
Telephone/data & security systems.

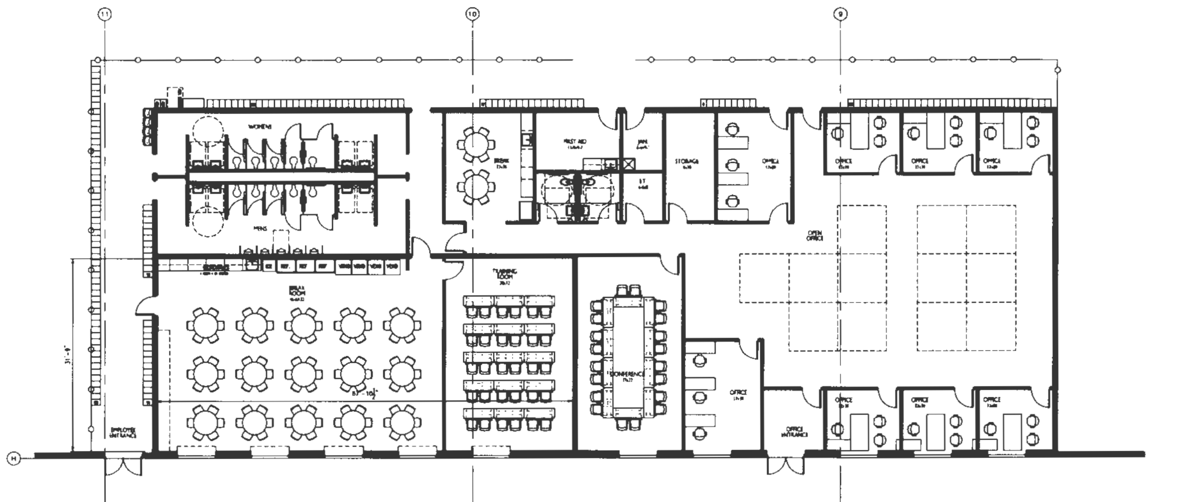
Factory Mutual upgrades other than the fire suppression system.

Schedule 2 to Work Letter

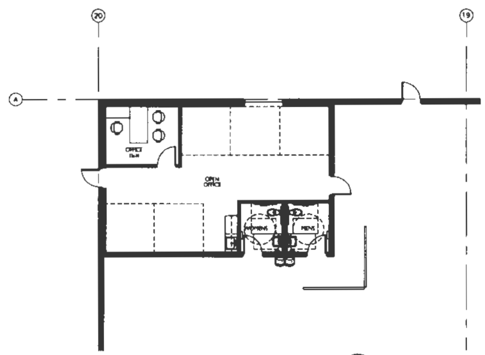
Plans

(To be attached)

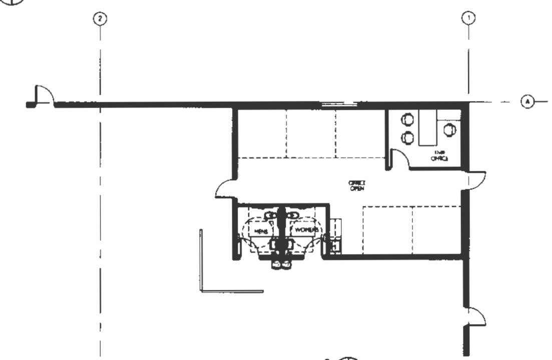

GATE W/ CONTROLLER
S/O OFFICE
997 SF
W/ OFFICE
RESTROOMS
2-UNISEX
MECHANICAL
ROOM
80'
60'
100'
LOT 2
±33.80 AC.
54'
60'
SHIPPING/ RECEIVING
OFFICE W/ WAREHOUSE
RESTROOMS 1,735 SF
(SEE NOTE # 1)
65 TRAILER PARKING
1-STORY
MAIN OFFICE
8,377 SF
W/ MAIN OFFICE
RESTROOMS
(SEE NOTE # 1)
BUILDING
535,800 SF
DEMISING FENCE
MECHANICAL
ROOM
RGA/ O'REILLY
169,200 SF +/-
FRONT YARD SETBACK
20'x20' PICNIC AREA
OFFICE
997 SF
W/ OFFICE
RESTROOMS
2-UNISEX
ATE W/ CONTROLLER



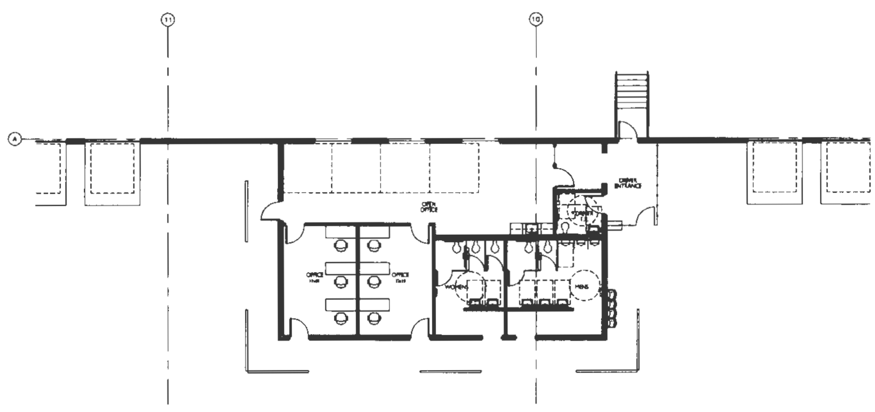
MAIN OFFICE 1



SOUTHWEST S/O 2



NORTHEAST S/O 3



SHIPPING RECEIVING OFFICE 4

CURRAN
ARCHITECTURE
5719 LAWTON LOOP E. DR. #212
INDIANAPOLIS, IN 46216
O :: 317 . 288 . 0681
F :: 317 . 288 . 0753

CERTIFICATION

PRELIMINARY
NOT FOR CONSTRUCTION

08.29.2018

PROJECT INFORMATION

BECKNELL INDUSTRIAL
SPECTRA NEW BUILDING

-

CR200 N AND CR N 700 W
GREENFIELD INDIANA

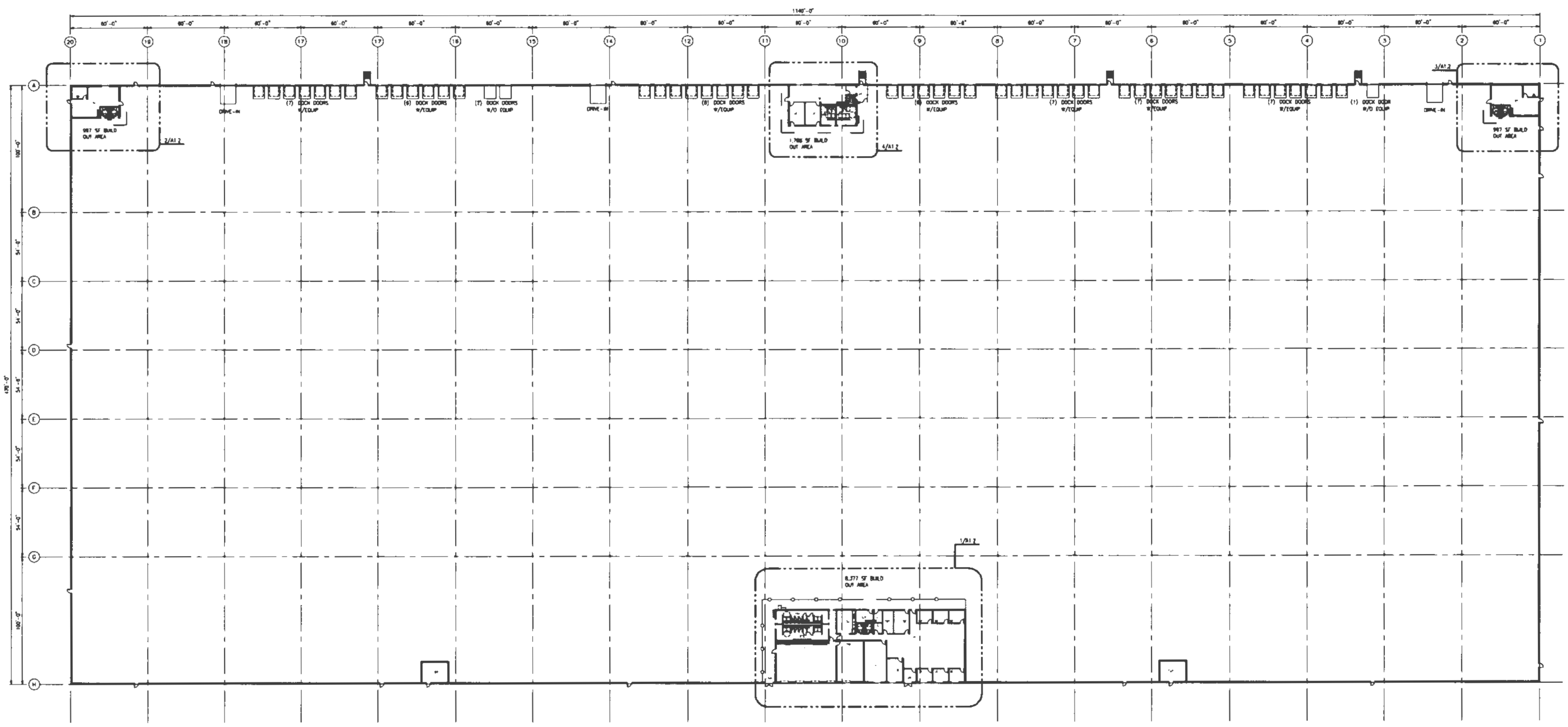
ISSUE DATES

PRELIMINARY LAYOUTS	07.17.2018

180213

OFFICE PLANS

A1.2



OVERALL PLAN

CURRAN
ARCHITECTURE
5719 LAWTON LOOP E. DR. #212
INDIANAPOLIS, IN 46216
O : 317 . 288 . 0681
F : 317 . 288 . 0753

CERTIFICATION

PRELIMINARY
NOT FOR CONSTRUCTION

08.29.2018

PROJECT INFORMATION

BECKNELL INDUSTRIAL
SPECTRA NEW BUILDING
-
CR200 N AND CR N 700 W
GREENFIELD INDIANA

ISSUE DATES

PRELIMINARY LAYOUTS	07.17.2018

180213

OVERALL PLAN

A1.1

EXHIBIT "C"

BASE RENT SCHEDULE

Months	PSF	Annual Base Rent	Monthly Base Rent
1-3	$0.00	$0.00	$0.00
4-15	$3.46	$1,853,868.00	$154,489.00
16-27	$3.53	$1,890,945.36	$157,578.78
28-39	$3.60	$1,928,764.27	$160,730.36
40-51	$3.67	$1,967,339.55	$163,944.96
52-63	$3.75	$2,006,686.34	$167,223.86
64-75	$3.82	$2,046,820.07	$170,568.34
76-87	$3.90	$2,087,756.47	$173,979.71
88-99	$3.97	$2,129,511.60	$177,459.30
100-111	$4.05	$2,172,101.83	$181,008.49
112-123	$4.14	$2,215,543.87	$184,628.66

EXHIBIT "D"

TENANT ESTOPPEL CERTIFICATE

TO: ____________ and/or who else it may concern:

The undersigned, __________________________, a ____________ ("Tenant"), is the Tenant under that certain Lease dated ______________, executed by Tenant and ___________________________("Landlord"), [as amended by that certain First Amendment to Lease dated __________,] [that certain Second Amendment to Lease dated _________,] [and that certain Third Amendment to Lease, Tenant leases [a portion of] that certain property located at _________________________________(the "Leased Premises"), and more particularly described in the Lease.

THIS IS TO CERTIFY THAT:

1. The Lease (i) is legal, valid and binding against Tenant, (ii) is in full force and effect and (iii) has not been modified, supplemented or amended, except as set forth in the introductory paragraph hereof. There are no other agreements or understandings, whether written or oral, with respect to the Lease or Tenant's right to use and occupy the Leased Premises, except as expressly provided in the Lease.

2. A true, correct, and complete copy of the Lease is attached hereto as Exhibit A.

3. The Tenant is not entitled to, and has made no agreement(s) with the Landlord or its agents or employees concerning, free rent, partial rent, rebate of rent payments, credit or offset or deduction in rent, or any other type of rental concession, including, without limitation, lease support payments or lease buy-outs (except as indicated below; if none, state "none"). ____
____

4. Except as provided below, Landlord has completed, and, if required under the Lease, paid for, any and all tenant work required under the Lease and Tenant has accepted the Leased Premises. Tenant is not entitled to any further payment or credit for tenant work. ____
____

5. The Tenant now occupies the Leased Premises, and is and has been open for business since ________________. The Lease term commenced _______________. The termination date of the present term of the Lease, excluding unexercised renewals, is ___ ___________. Tenant has ______ options to renew the Lease term, each for an additional period of ___________ years.

6. Base Rent payable under the Lease is $ _______ per month. Tenant has paid all rent, additional rents and other sums due and payable under the Lease for the Premises for the period up to and including _________________. No rent has been paid more than one (1) month in advance of its due date, except as indicated below (if none, state "none"). The Tenant's security deposit (whether in the form of cash, a letter of credit or otherwise), if any, is $ ________. ____ _____________

7. To Tenant's knowledge, Landlord is not currently in default under the Lease and there are no events or conditions existing which, with or without notice or the lapse of time, or both, could constitute a default of Landlord under the Lease or entitle Tenant to offsets or defenses against the prompt payment of rent except as follows: ______________________________. Tenant is not in default under any of the terms and conditions of the Lease nor is there now any fact or condition which, with notice or lapse of time or both, could constitute a default of Tenant under the Lease. Neither Tenant nor Landlord has commenced any action or given or received any notice for the purpose of terminating the Lease.

8. Except as provided in the Lease, Tenant has no outstanding options or rights of first refusal to purchase the Leased Premises or any part thereof or all any part of the real property of which the Leased Premises are a part.

9. No actions, whether voluntary or otherwise, are pending against the Tenant under the bankruptcy, reorganization, or other similar laws of the United States or any state thereof.

10. The Tenant has not sublet the Leased Premises to any sublessee and has not assigned any of its rights under the Lease, except as indicated below (if none, state "none"). No one except the Tenant and its employees occupies the Leased Premises. ____________________

11. The address for notices to be sent the Tenant is as set forth in the Lease.

12. To the best of Tenant's knowledge, the use, maintenance or operation of the Premises complies with, and will at all times comply with, all applicable federal, state, county or local statutes, laws, rules and regulations of any governmental authorities relating to environmental, health or safety matters (being hereinafter collectively referred to as the Environmental Laws).

13. The Leased Premises have not been used and the Tenant does not plan to use the Premises for any activities which, involve the use, generation, treatment, storage transportation or disposal of any petroleum product or any toxic or hazardous chemical,

material substance, pollutant or waste, except for routine uses of small quantities of hazardous materials as legally authorized in general warehouse and/or office operations.

14. Tenant has not received any notices, written or oral, of violation of any Environmental Law or of any allegation which, if true, would contradict anything contained herein and there are not writs, injunctions, decrees, orders or judgments outstanding, no lawsuits, claims, proceedings or investigations pending or threatened, relating to the use, maintenance or operation of the Leased Premises, nor is Tenant aware of a basis for any such proceeding.

15. Any right to terminate the Lease has been satisfied or waived.

16. Tenant acknowledges that (i) this certificate will be relied upon by each of Seller, Purchaser, Purchaser's lender(s) and their respective affiliates, successors and assigns (including any designee(s) of Purchaser which take title to the Leased Premises) in connection with the purchase and sale and/or financing of the Leased Premises and (ii) such parties may rely on the certifications set forth in this certificate.

17. The undersigned is authorized to execute this Tenant Estoppel certificate on behalf of the Tenant.

The undersigned hereby certifies that the certifications set forth above are true as of the date hereof.

IN WITNESS WHEREOF, Tenant has caused this certificate to be executed this ______ day of ______________, 20___.

"TENANT":

____

By:______________________________

Name:____________________________

Title:____________________________

EXHIBIT "E"

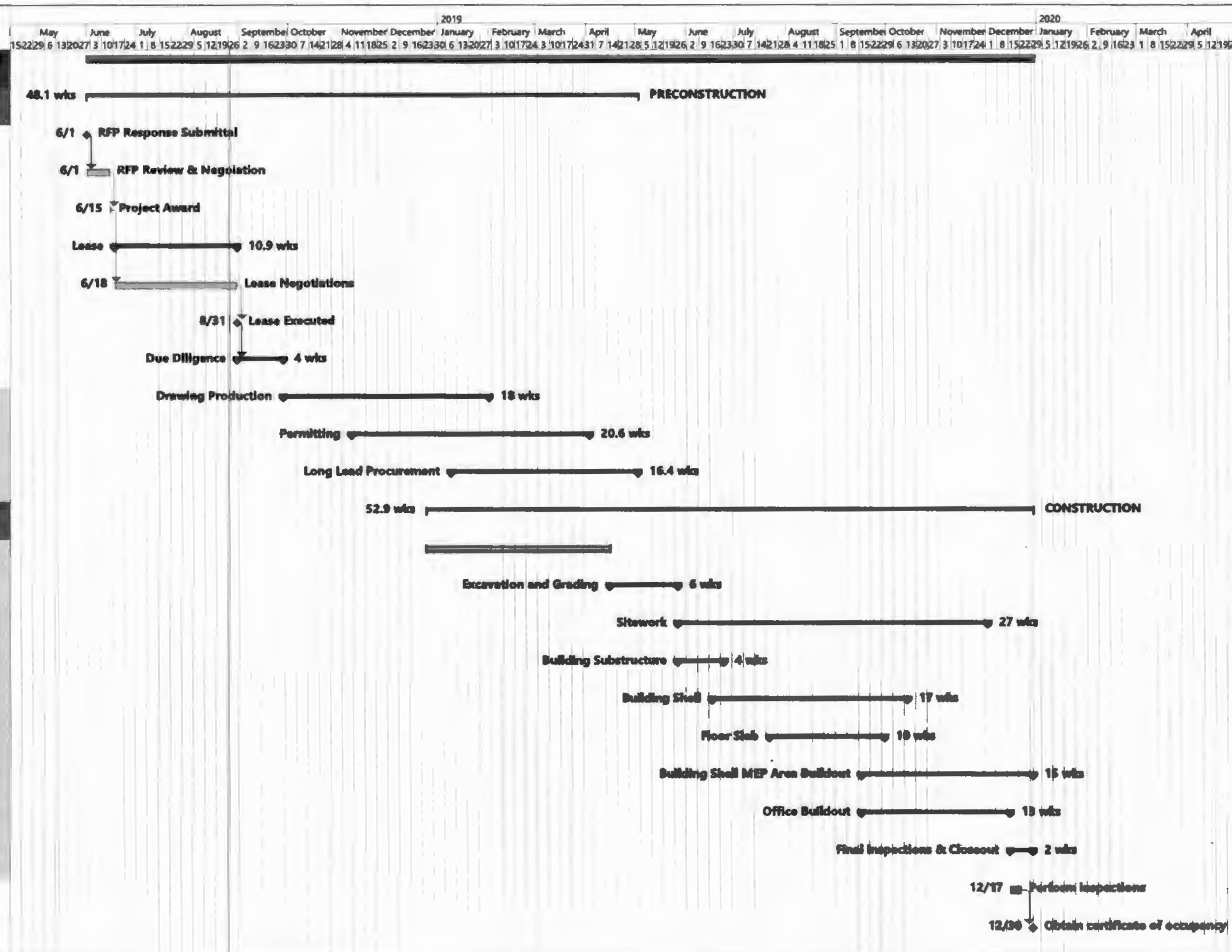
CONSTRUCTION SCHEDULE

BECKNELL
INDUSTRIAL

Spectra Premium Industries - Mt. Comfort, IN
Project Schedule

Mon 8/27/18

ID	Task Name	Duration	Start	Finish
0	[illegible]	[illegible]	[illegible]	[illegible]
1	[illegible]	[illegible]	[illegible]	[illegible]
2	RFP Response Submittal	0 wks	Fri 6/1/18	Fri 6/1/18
3	RFP Review & Negoiation	2 wks	Fri 6/1/18	Thu 6/14/18
4	Project Award	1 day	Fri 6/15/18	Fri 6/15/18
5	**Lease**	**10.9 wks**	**Mon 6/18/18**	**Fri 8/31/18**
6	Lease Negotiations	10.9 wks	Mon 6/18/18	Fri 8/31/18
7	Lease Executed	0 wks	Fri 8/31/18	Fri 8/31/18
8	**Due Diligence**	**4 wks**	**Fri 8/31/18**	**Fri 9/28/18**
11	**Drawing Production**	**18 wks**	**Fri 9/28/18**	**Fri 2/1/19**
28	**Permitting**	**20.6 wks**	**Fri 11/9/18**	**Wed 4/3/19**
44	**Long Lead Procurement**	**16.4 wks**	**Wed 1/9/19**	**Fri 5/3/19**
49	[illegible]	[illegible]	[illegible]	[illegible]
50	**Mobilize on Site**	**16 wks**	**Tue 12/25/18**	**Tue 4/16/19**
52	**Excavation and Grading**	**6 wks**	**Tue 4/16/19**	**Mon 5/27/19**
56	**Sitework**	**27 wks**	**Tue 5/28/19**	**Mon 12/2/19**
67	**Building Substructure**	**4 wks**	**Tue 5/28/19**	**Mon 6/24/19**
70	**Building Shell**	**17 wks**	**Tue 6/18/19**	**Mon 10/14/19**
80	**Floor Slab**	**10 wks**	**Tue 7/23/19**	**Mon 9/30/19**
85	**Building Shell MEP Area Buildout**	**15 wks**	**Tue 9/17/19**	**Mon 12/30/19**
91	**Office Buildout**	**13 wks**	**Tue 9/17/19**	**Mon 12/16/19**
100	**Final Inspections & Closeout**	**2 wks**	**Tue 12/17/19**	**Mon 12/30/19**
101	Perform inspections	5 days	Tue 12/17/19	Mon 12/23/19
102	Obtain certificate of occupancy	0 days	Mon 12/30/19	Mon 12/30/19



Amendment to Lease dated November 27, 2018

FIRST LEASE AMENDMENT

THIS FIRST LEASE AMENDMENT ("First Amendment") is made this 27 day of November, 2018, by and between ALLIANCE INTERSTATE PARK INDIANA BECKNELL INVESTORS LLC, a Delaware limited liability company, hereinafter called "Lessor", and SPECTRA PREMIUM (USA) CORP., a Delaware corporation, hereinafter called "Lessee". Capitalized terms used herein and not otherwise defined shall have the meanings respectively ascribed to them in the Lease (as defined below).

WHEREAS, Lessor and Lessee entered into that certain agreement of lease dated August 31, 2018 (the "Lease"), with respect to certain premises consisting of an approximate 535,800 total square foot building (the "Building") to be constructed on real property located in Greenfield, Indiana, all as more particularly described in the Lease (the "; and,

WHEREAS, since the execution of the Lease, the parties have agreed to increase the overall size of the Building; and,

WHEREAS, the parties now desire to amend the provisions of the Lease as set forth hereunder;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged and agreed, Lessor and Lessee hereby agree that the Lease is amended as follows:

1. The parties hereby acknowledge and agree that as of the date hereof, the definition of the Building being a "535,800 total square foot building" contained in Section 1 of the Lease (and all other references contained in the Lease, including, without limitation, the reference in the first paragraph of the Work Letter attached as Exhibit "B" thereto) shall be amended and shall now mean a "539,943 total square foot building".

2. The parties hereby acknowledge and agree that as of the date hereof, the Site Plan attached as Exhibit "A-1" to the Lease shall be amended and replaced with a revised Site Plan attached as Exhibit "A-1" hereto.
3. The parties hereby acknowledge and agree that as of the date hereof, the Preliminary Outline Specifications attached as Schedule 1 to Work Letter shall be amended and replaced with a revised Preliminary Outline Specifications attached as "Schedule 1 to Work Letter" hereto.
4. The parties hereby acknowledge and agree that as of the date hereof, the Base Rent Schedule attached as Exhibit "C" to the Lease shall be amended and replaced with a revised Base Rent Schedule attached as Exhibit "C" hereto.
5. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument. To facilitate execution of this First Amendment, the parties may execute and deliver counterparts hereof (or counterparts of the signature page or pages hereof) by email or electronic transmission and such email or electronic transmitted counterparts will be binding and enforceable to the same extent as originals thereof.
6. Except as modified by this First Amendment, the remaining terms and conditions of the Lease remain unchanged and in full force and effect.

Signatures on following page

LESSOR:

ALLIANCE INTERSTATE PARK INDIANA BECKNELL INVESTORS LLC, a Delaware Delaware limited liability company

By: BECKNELL INDUSTRIAL OPERATING PARTNERSHIP, L.P., a Delaware limited partnership, its sole member

By: BECKNELL INDUSTRIAL OPERATING PARTNERSHIP GP, LLC, a Delaware limited liability company, its general partner

By: ____________________________
Its authorized signatory

LESSEE:

SPECTRA PREMIUM (USA) CORP., a Delaware corporation

By: Jacques Pomblea ____________________________

Its: CEO ____________________________

EXHIBIT "A-1"

SITE PLAN

SCHEDULE 1 TO WORK LETTER

Preliminary Outline Specifications

(To Be Attached)

EXHIBIT "C"

BASE RENT SCHEDULE

Square Feet 539,943

Month	PSF	Annual Base Rent	Monthly Base Rent
1-3	$0.00	$0.00	$0.00
4-15	$3.46	$1,868,202.78	$155,683.57
16-27	$3.53	$1,905,566.84	$158,797.24
28-39	$3.60	$1,943,678.17	$161,973.18
40-51	$3.67	$1,982,551.74	$165,212.64
52-63	$3.75	$2,022,202.77	$168,516.90
64-75	$3.82	$2,062,646.83	$171,887.24
76-87	$3.90	$2,103,899.76	$175,324.98
88-99	$3.97	$2,145,977.76	$178,831.48
100-111	$4.05	$2,188,897.31	$182,408.11
112-123	$4.14	$2,232,675.26	$186,056.27

Exhibit R-4

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE ("Third Amendment") is made and entered into this 28 day of May, 2019, by and between INDIANA BECKNELL INVESTORS 2011 LLC, a Delaware limited liability company, hereinafter called "Landlord", and SPECTRA PREMIUM (USA) CORP., hereinafter called "Tenant". Capitalized terms not otherwise defined herein shall have the meanings given to them in the Lease (as defined below).

WHEREAS, Tenant and Landlord's predecessor in-interest, Park 70 Partners, L.P., entered into that certain lease agreement dated April 15, 2013, as amended by that certain Letter Agreement dated July 24, 2013, and amended again by that certain Second Amendment to Lease dated July 11, 2018 (as so amended, the "Lease"), for a building containing approximately 250,000 square feet located at 3052 North Distribution Way, Greenfield, IN (the "Premises"); and,

WHEREAS, Park 70 Partners L.P., assigned all of its right, title and interest in and to the Lease to Indiana Becknell Investors 2011 LLC by that certain Assignment and Assumption Agreement dated July 30, 2013; and,

WHEREAS, on or about August 31, 2018 Tenant entered into that certain Build to Suit Lease, as amended, with Alliance Interstate Park Becknell Investors LLC, a Delaware limited liability company, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A," for the leasing of certain space (hereinafter, the "BTS Lease); and

WHEREAS, the term of the Lease expired on December 17, 2018 (the "Scheduled Expiration Date"); and,

WHEREAS, since the Scheduled Expiration Date, Tenant, with Landlord's consent, continues to occupy the Premises on all the same terms and conditions set forth in the Lease other than the term which has been on a month-to-month basis and changes to monthly Base Rent and Additional Rent; and, WHEREAS, in consideration of, and as an inducement for Landlord entering into the Lease with Tenant, Spectra Premium Industries Inc., a Canadian Corporation ("Guarantor") provided a guaranty (the "Guaranty") for the payment and performance of all of Tenant's obligations under the Lease

WHEREAS, Landlord and Tenant desire to make certain modifications to the Lease as set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged and agreed, Landlord and Tenant hereby agree that the Lease is amended as follows:

1. The parties agree that the Recitals set forth above are accurate and are hereby incorporated into this Third Amendment.
2. Landlord and Tenant hereby acknowledge and agree that the term of the Lease expired on the Scheduled Expiration Date and that Tenant has been a month-to-month Tenant, on all the same terms and conditions set forth in the Lease from the Scheduled Expiration Date until the execution date of this Third Amendment. Landlord and Tenant hereby reinstate, confirm, ratify, and adopt the Lease.
3. The Lease Term is hereby extended until 11:59 p.m. on the date that is three (3) month's after the Commencement Date of the BTS Lease, as defined in Section 3 therein (the "Expiration Date").
4. Tenant shall pay Base Rent to Landlord, as defined in Section 3 of the Lease, in the amount of Thirty-Three Thousand One Hundred Eight and 87/100's ($33,108.87) for the partial month of December 18, 2018 through December 31, 2018. The parties acknowledge and agree that Tenant has previously paid the sum of Thirty-Two Thousand Four Hundred Fifty-Nine and 68/100's ($32,459.68) towards Base Rent for the partial month of December 2018 and, therefore, the additional sum of Six Hundred Forty-Nine and 19/100's Dollars

($649.19) is due to Landlord from Tenant for Base Rent for the partial month of December 2018 under the Lease.

5. Commencing on January 1, 2019, Tenant shall pay Base Rent to Landlord as defined in Section 3 of the Lease, in the amount of Seventy-Three Thousand Three Hundred Twelve Dollars and 50/100's ($73,312.50) per month and Tenant shall continue to pay Base Rent on or before the 1st day of each month thereafter in accordance with the terms and conditions of the Lease through December 31, 2019 unless the Expiration Date, as defined in this Third Amendment, falls during the calendar year 2019, in which case Base Rent for the month in which the Expiration Date falls shall be prorated accordingly. The parties acknowledge and agree that Tenant has made Base Rent payments to Landlord for the months of January, February, March, April, and May 2019 in the amount of Seventy-One Thousand Eight Hundred Seventy-Five and NO/100's Dollars ($71,875.00) per month and, therefore, the additional sum of Seven Thousand One Hundred Eighty Seven and 50/100's ($7,187.50) is due to Landlord from Tenant for Base Rent for the months of January, February, March, April, and May 2019 under the Lease.
6. The parties acknowledge and agree that total combined sum of additional Base Rent due from Tenant to Landlord under Section 4 and Section 5 above is Seven Thousand Eight Hundred Thirty-Six and 69/100's ($7,836.69) which shall be paid to Landlord concurrent with Tenant's execution hereof.
7. Should the Expiration Date occur after the calendar year 2019, commencing on January 1, 2020, Tenant shall pay Base Rent to Landlord, as defined in Section 3 of the Lease, in the amount of Seventy-Four Thousand Seven Hundred Seventy-Eight and 75/100's Dollars ($74,778.75) per month and Tenant shall continue to pay Base Rent on or before the 1st day of each month thereafter in accordance with the terms of the Lease until the Expiration Date as defined in this Third Amendment. Should the Expiration Date fall on any day other than the last day of the month, Base Rent for the said month that that Expiration Date falls shall be prorated accordingly.

8. The parties acknowledge and agree that Tenant has paid Additional Rent due and owning under the Lease for the months of December 2018 and January 2019 and no further Additional Rent is due Landlord for those months.
9. Additionally, Landlord hereby notifies Tenant that Landlord's estimate of Tenant's share of Additional Rent changed as of February 1, 2019 and the new Landlord's estimate of Tenant's share of Additional Rent is to be the amount of Seven Thousand Eight Hundred Sixty-Six and 93/100's Dollars ($7,866.93) per month. Accordingly, Landlord and Tenant hereby acknowledge and agree that Tenant shall make monthly estimated Additional Rent payments in the amount of Seven Thousand Eight Hundred Sixty-Six and 93/100's Dollars ($7,866.93) on or before February 1, 2019, and shall continue on or before the first day of each month thereafter, until a new determination of Additional Rent is made by Landlord pursuant to the Lease. The Parties acknowledge and agree that Tenant has paid estimated Additional Rent monthly payments for the months of February, March, April, and May 2019 and that the next such estimated Additional Rent payment shall be made June 1, 2019.
10. Notwithstanding anything to the contrary in Section 10 or Section 6 of the Lease, the parties hereby acknowledge and agree that the Landlord shall make certain pavement repairs (the "Pavement Repairs"), as more fully shown on the attached site plan attached hereto and incorporated herein as Exhibit "B". It is further acknowledged and agreed by the parties, that Landlord shall make such Pavement Repairs in a good and workmanlike manner (to ensure that the parking of the Premises remains in good condition until the expiration of the Lease, provided however that Landlord shall have no obligation to make any further repairs, perform any maintenance to, or otherwise restore the parking areas to a good condition, if the cause of the physical decline, damage, or necessary repairs or maintenance to the parking areas is necessitated or caused by Tenant's negligence or willful misconduct) and Tenant shall pay Landlord One Hundred Twenty-Five Thousand and NO/100's Dollars ($125,000.00) (the "Pavement Repairs Payment") towards the cost of the Pavement Repairs,

regardless of whether the final actual cost of the Pavement Repairs is more or less than the Pavement Repairs Payment, on, or before, September 30, 2019, regardless of when the Pavement Repairs are completed. The requirement that Tenant pay to Landlord the Pavement Repairs Payment contained in this Section 5 of the Third Amendment shall survive the termination of the Lease.

11. The parties acknowledge and agree that any temporary inconvenience, interference, or disruption to Tenant's business operation and/or parking during the completion of the Paving Repairs shall not constitute a constructive eviction of Tenant or give rise to any Tenant claims against Landlord.
12. Guarantor joins in this Third Amendment to confirm that (a) the Guaranty remains in full force and effect, (b) Guarantor consents to Tenant entering into this Third Amendment, and (c) that the reference in the Guaranty to the "Lease" shall mean the Lease as modified by this Third Amendment.
13. This Third Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument. To facilitate execution of this Third Amendment, the parties may execute and deliver counterparts hereof (or counterparts of the signature page or pages hereof) by email or electronic transmission and such email or electronic transmitted counterparts will be binding and enforceable to the same extent as originals thereof.
14. Except as modified by this Third Amendment, the remaining terms and conditions of the Lease remain unchanged and in full force and effect.

{signatures on following page}

LANDLORD:

INDIANA BECKNELL INVESTORS 2011 LLC, a Delaware limited liability company

By BECKNELL INDUSTRIAL OPERATING PARTNERSHIP, L.P., sole member

By BECKNELL INDUSTRIAL OPERATING PARTNERSHIP GP, LLC, its general partner

By:____________________________
Its: authorized signatory

TENANT:

SPECTRA PREMIUM (USA) CORP., a Delaware corporation

By: Jacques Mombleau
Its: CEO

GUARANTOR:

SPECTRA PREMIUM INDUSTRIES INC.,

A Canadian corporation

By: Jacques Mombleau
Its: CEO

EXHIBIT "A"

EXHIBIT "B"

Exhibit R-5

R-5

From: Pete Anderson <panderson@becknellindustrial.com>
Sent: Thursday, February 27, 2020 3:28 PM
To: Lefebvre, Benoit <lefebvreb@spectrapremium.com>
Cc: Larry Richardson <lrichardson@becknellindustrial.com>; Buschuk, Brian <Brian.Buschuk@am.jll.com>; Guenette, Serge <guenettes@spectrapremium.com>; Tom Mathes (thomas.mathes@ubs.com) <thomas.mathes@ubs.com>
Subject: RE: Spectra - Mt. Comfort, Indiana

Benoit.

We have approval that Spectra may continue to occupy the old location for the month of May at a cost of only the operating expenses. Please confirm this is acceptable and we will draft up an amendment.

Also please confirm the amendment in your possession for the new building is acceptable and will be signed and sent before or at the same time as this new amendment for the old building.

Pete.

Pete Anderson
EVP - Investments and Development

direct: 317.669.6013 | mobile: 317.213.5125
2750 East 146th Street, Suite 200 Carmel, IN 46033

website | vCard | email

BECKNELL INDUSTRIAL

Exhibit R-6

FOURTH AMENDMENT TO LEASE

THIS FOURTH AMENDMENT TO LEASE ("Fourth Amendment") is made and entered into this _____ day of ____________________, 2020, by and between INDIANA BECKNELL INVESTORS 2011 LLC, a Delaware limited liability company, hereinafter called "Landlord", and SPECTRA PREMIUM (USA) CORP., hereinafter called "Tenant". Capitalized terms not otherwise defined herein shall have the meanings given to them in the Lease (as defined below).

WHEREAS, Tenant and Landlord's predecessor in-interest, Park 70 Partners, L.P., entered into that certain lease agreement dated April 15, 2013, as amended by that certain Letter Agreement dated July 24, 2013, amended again by that certain Second Amendment to Lease dated July 11, 2018, and amended again by that certain Third Amendment to Lease dated May 29, 2019 (as so amended, the "Lease"), for a building containing approximately 250,000 square feet located at 3052 North Distribution Way, Greenfield, IN (the "Premises"); and,

WHEREAS, in consideration of, and as an inducement for Landlord entering into the Lease with Tenant, Spectra Premium Industries Inc., a Canadian Corporation ("Guarantor") provided a guaranty (the "Guaranty") for the payment and performance of all of Tenant's obligations under the Lease; and,

WHEREAS, Park 70 Partners L.P., assigned all of its right, title and interest in and to the Lease to Indiana Becknell Investors 2011 LLC by that certain Assignment and Assumption Agreement dated July 30, 2013; and,

WHEREAS, the Lease Term expires on 11:59 p.m. on April 30, 2020; and,

WHEREAS, the parties desire to extend the Lease Term for a period of one (1) month, extending to 11:59 p.m. on May 31, 2020; and,

WHEREAS, Landlord and Tenant desire to amend the provisions of the Lease as set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged and agreed, Landlord and Tenant hereby agree that the Lease is amended as follows:

1. The parties agree that the Recitals set forth above are accurate and are hereby incorporated into this Fourth Amendment.
2. The Lease Term is hereby extended for a period of one (1) month, extending from 12:00 a.m. May 1, 2020 to 11:59 p.m. on May 31, 2020 (the "Extended Term").
3. The parties hereby acknowledge and agree that Tenant shall have no obligation to pay Base Rent applicable to the Extended Term, but shall be subject to and comply with all other terms and conditions of the Lease, including, without limitation, its obligation to pay Landlord all Additional Rent applicable to the Extended Term.
4. Guarantor joins in this Fourth Amendment to confirm that (a) the Guaranty remains in full force and effect, (b) Guarantor consents to Tenant entering into this Fourth Amendment, and (c) that the reference in the Guaranty to the "Lease" shall mean the Lease as modified by this Fourth Amendment.
5. This Fourth Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument. To facilitate execution of this Fourth Amendment, the parties may execute and deliver counterparts hereof (or counterparts of the signature page or pages hereof) by email or electronic transmission and such email or electronic transmitted counterparts will be binding and enforceable to the same extent as originals thereof.
6. Except as modified by this Fourth Amendment, the remaining terms and conditions of the Lease remain unchanged and in full force and effect.

{signatures on following page}

LANDLORD:

INDIANA BECKNELL INVESTORS 2011 LLC, a Delaware limited liability company

By BECKNELL INDUSTRIAL OPERATING PARTNERSHIP, L.P., sole member

By BECKNELL INDUSTRIAL OPERATING PARTNERSHIP GP, LLC, its general partner

By:____________________________
Its: authorized signatory

TENANT:

SPECTRA PREMIUM (USA) CORP., a Delaware corporation

By: ____________________________

Its: ____________________________

GUARANTOR:

SPECTRA PREMIUM INDUSTRIES INC.,

A Canadian corporation

By:_______________________________________

Its: _______________________________________

Exhibit R-7

March 31, 2020

ALLIANCE INTERSTATE PARK INDIANA BECKNELL INVESTORS L.L.C.
135, North Pennsylvania Street
Suite 1610
Indianapolis, IN, 46204, US

C/O:

Pete Anderson, EVP – Investment and Development
Matt Cohoat, EVP – Chief Financial Officer
BECKNELL INDUSTRIAL OPERATING PARTNERSHIP, L.P.
2750, E. 146th Street
Suite 200
Carmel, IN, 46033, US

Dear Sirs,

Re : **Notice by Spectra Premium (USA) Corp, Debtor, to Disclaim a Lease Agreement**

Take notice that:

1. Proceedings under the Companies' Creditors Arrangement Act (the "CCAA") in respect of Spectra Premium Industries inc., Spectra Premium Holdings (USA) Corp., Spectra Premium (USA) Corp. ("Spectra US"), Spectra Premium Properties (USA) Corp., Spectra Premium Taiwan Co. Ltd., Spectra Premium (Shanghai) Automotive Technical Services Co. Ltd. and Spectra Premium (Chongqing) Automotive Services Co. Ltd. (collectively, the "Spectra Group") were commenced on the 10th day of March, 2020 (the "Canadian Proceedings").

2. The Superior Court of Quebec, district of Montreal, issued on March 10, 2020, an Initial Order under the CCAA in respect to the Spectra Group.

3. In accordance with paragraph 49 of the initial Order, on March 11, 2020, the Monitor, acting as authorized Foreign Representative, filed with the United States Bankruptcy Court for the District of Delaware, among other proceedings, a Verified Petition under Chapter 15 of the US Bankruptcy Court for Recognition of the Canadian Proceedings and request for related relief seeking the recognition of Spectra Group's Canadian Proceedings and related relief, including provisional relief under section 1519 of the US Bankruptcy Code.

4. On March 12, 2020, the US Bankruptcy Court issued an Order granting Provisional Relief pursuant to Bankruptcy Court Section 1519 giving the Initial Order full force and effect on an interim basis in the United States until otherwise ordered by the Court.

5. Following a comeback hearing, the Initial Order was amended and restated by order of the Court on March 24, 2020 (the "Restated Initial Order").

6. On August 31, 2018, Spectra US entered into a Lease Agreement in respect to building to be constructed on a certain real property located at 7114, W. 200 N, Greenfield Indiana (the "Leased Premises"), as such Lease Agreement was amended, notably by an Amendment Agreement dated November 27, 2018 (collectively: the "Lease").

7. In accordance with subsection 32(1) of the CCAA and paragraph 26(e) of the Restated Initial Order, Spectra Group, and more particularly Spectra US, gives you notice of its intention to disclaim or resiliate the Lease for the Leased Premises.

8. In accordance with subsection 32(2) of the CCAA, any party to the Lease may, within 15 days after the day on which this notice is given and with notice to the other parties to the Lease and to Ernst & Young in its capacity as court-appointed Monitor of Spectra Group under the CCCA, apply to Court for an order that the Lease is not to be disclaimed or resiliated.

9. In accordance with paragraph 32(5)(a) of the CCAA, if no application for an order is made in accordance with subsection 32(2) of the CCAA, the Lease shall be disclaimed or resiliated on the 30th day of April 2020 (the "Lease Termination Date"), being 30 days after the day on which this Notice has been given.

10. Please also be advised that Spectra US intends to give notice to any third party having rights over fixtures and equipment located in the Leases Premises to remove any and all such fixtures and equipment from the Leased Premises within the 72 hours period prior to the Lease Termination Date. This notice shall constitute the notice required under paragraph 28 of the Restated Initial Order.

Dated at Montreal, this 31st day of March, 2020

SPECTRA PREMIUM (USA) CORP

____

Denis Chabot, Vice President and Chief Financial Officer

APPROVAL OF THE MONITOR

Ernst & Young Inc., in its capacity as court-appointed Monitor of Spectra Group under the CCCA, approves the present Notice.

Dated at Montreal, this 31st day of March, 2020

ERNST & YOUNG INC. ,
in its capacity as court-appointed Monitor of
Spectra Group

____

Eric St-Amour, CPA-CA, CIRP, LIT