#### **LEASE**

THIS LEASE (the "Lease") is entered to be effective as of \_\_\_\_\_\_, 2025, by and between G&I IX MJW LAKE POINTE III & IV LLC, a Delaware limited liability company ("Landlord"), and TWG CADILLAC FORMULA 1 TEAM, LLC, a Delaware limited liability company ("Tenant"), and Landlord and Tenant agree as follows:

- Description of Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the third (3<sup>rd</sup>) floor containing approximately 21,548 rentable square feet known as Suite 310 as depicted on Exhibit A ("Premises") in the building commonly known as Lake Pointe IV and located at 8520 Allisonville Pointe Blvd., Indianapolis Indiana (the "Building") (which together with the adjacent building known as Lake Pointe III shall be referred to as the "Office Park"). Tenant shall have the right, in common with others, to the nonexclusive use of the unrestricted parking spaces designated for use by Building tenants from time to time on a "first-come, first-served" basis. Landlord shall make available to Tenant at the commencement of the Lease Term the use of the Building's unreserved parking spaces in the Office Park surface parking area (the "Parking Area") which shall have a parking ratio of the lesser of (i) parking spaces required by code or (ii) 4.0 parking spaces per 1,000 rentable square feet of the Building. For long as such amenities are offered to tenants of the Building, Tenant shall have the right to the use of the following "Tenant Amenities" at no additional fee: fitness facility, 2nd floor training room and 1st floor tenant lounge. Landlord will provide two (2) keys/fobs to Tenant at no charge to access the Building and Tenant Amenities. Any additional keys/fobs will purchased by Tenant at the price set forth in the Rules and Regulations and as set forth by Landlord. Tenant shall have the right to use Landlord's furniture, fixtures and equipment located within the Premises described in Exhibit F attached hereto (the "Furniture") during the Term. The Furniture shall be delivered to Tenant in its "as-is" condition and without any warranty of any kind as to condition, fitness or otherwise. Tenant shall be responsible for any repairs, maintenance and/or replacement of the Furniture during the Term and shall return the Furniture in the same condition as in on the date of this Lease, reasonable wear and tear excepted.
- 2. <u>Term and Delivery of Premises</u>. The term of this Lease shall be for a period of nineteen (19) months (the "Term") commencing on November 1, 2025 (the "Lease Commencement Date"). Tenant's occupancy of the Premises on the date of possession and thereafter shall be "as-is" and without warranty of any kind as to condition, fitness or otherwise.

Notwithstanding the foregoing or anything to the contrary, for up to fifteen (15) days prior to the Lease Commencement Date, Tenant shall have the right and privilege of going onto the Premises to complete interior decoration work and otherwise complete preparation of the Premises for Tenant's occupancy, including, without limitation, the installation of telecom and data cabling systems, Tenant equipment, signage and furniture; provided, however, that Tenant's schedule for such work shall be communicated with the Landlord in advance. All of Tenant's covenants under this Lease shall be binding upon Tenant in respect of such possession the same as if the first day of the Term had been fixed as of the date when Tenant entered such possession except that Tenant shall not be obligated to pay Rent for the period prior to the Lease Commencement Date.

#### 3. Rent.

(a) <u>Base Rent</u>. Tenant shall pay to Landlord on or before the first day of each calendar month, in advance, rental in the amount set forth in the following schedule:

Months of	<b>Monthly</b>	Annual Rental Rate per	
<b>Term</b>	<b>Installment of Base Rent</b>	<b>Rentable Square Foot</b>	
Month 1	\$0.00	\$0.00	
Months $2 - 12$	\$35,015.50	\$19.50	
Months $13 - 19$	\$36,811.17	\$20.50	

Rent for any partial month shall be prorated based on the actual number of days of such month. If Tenant fails to pay any installment of rent or other sum payable hereunder when due, Tenant shall pay Landlord an administration fee equal to ten percent (10%) of the past due amount. Any rent or other sum payable under this Lease not paid when due shall bear interest at the rate per annum equal to the lesser of (i) five percent (5%) in excess of the rate per annum announced from time to time by Chase Bank, or its successor as its "prime rate" or similar rate, or (ii) the highest rate permitted by law. Notwithstanding the foregoing, on the first day of the first month of the Term, Tenant shall prepay to Landlord, an amount equal to Two Hundred Ten Thousand Ninety-Three and 00/100 Dollars (\$210,093.00) which is equal to the first six (6) months of Base Rent due and owing under this Lease for months two (2) through twelve (12) of the Term. Such amount shall be applied toward months two (2) through seven (7) of the Term in equal monthly installments of Thirty Five Thousand Fifteen and 50/100 Dollars (\$35,015.50) and commencing as of the eighth (8<sup>th</sup>) month of the Term, Tenant shall pay all Base Rent due under this Lease for periods in which Tenant has not prepaid Base Rent. Further, notwithstanding the foregoing, on the first day of the thirteenth (13th) month of the Term, Tenant shall prepay to landlord, an amount equal to One Hundred Ten Thousand Four Hundred Thirty Three and 51/100 Dollars (\$110,433.51) which is equal to three months of Base Rent due and owing under the Lease for months thirteen (13) through fifteen (15) of the Term. Such amount shall be applied towards months thirteen (13) through fifteen (15) of the Term in equal monthly installments of Thirty Six Thousand Eight Hundred Eleven and 17/100 Dollars (\$36,811.17) and commencing as of the sixteenth (16<sup>th</sup>) month of the Term, Tenant shall pay all Base Rent due and under this Lease for periods in which Tenant has not paid Base Rent. Failure to deliver the prepaid installments pursuant to the terms herein shall be deemed a default of this Lease by Tenant.

- (b) <u>Additional Rent</u>. In addition to the Base Rent payable by Tenant, Tenant shall pay to Landlord monthly installments of Tenant's Proportionate Share of Excess Operating Expenses and Tenant's Proportionate Share of Excess Real Estate Taxes as provided for in <u>Exhibit C</u> ("Additional Rent").
- Security Deposit. Simultaneously with Tenant's execution and delivery of this Lease, Tenant shall deposit with Landlord a Security Deposit in the amount of \$35,015.50 as security for the faithful performance and observance by Tenant of all of the terms, provisions and conditions of this Lease. At no time is such Security Deposit to be deemed an advance payment of Rent. In the event Tenant defaults in respect of any of the terms, provisions or conditions of this Lease, including, but not limited to, the payment of Rent or any other charge payable by Tenant, Landlord may use, apply or retain the whole or any part of the Security Deposit to the extent required for the payment of any Rent or other charge or sum as to which Tenant is in default or for any sum which Landlord may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this Lease. In the event that any portion of such Security Deposit is so expended or applied by Landlord, Tenant shall promptly pay to Landlord upon demand from Landlord an amount sufficient to restore such Security Deposit to the original amount thereof. In the event that Tenant shall fully and faithfully comply with the terms, covenants and conditions of this Lease, the Security Deposit, or so much thereof as to which Tenant may be entitled, shall be returned to Tenant within forty-five (45) days after the date fixed as the end of the Lease and after delivery of exclusive possession of the Premises to Landlord in the condition as required herein. In the event of a sale or leasing of the Building, Landlord shall have the right to transfer the Security

Deposit to the purchaser or lessee and Landlord shall thereupon be released by Tenant from all responsibility or liability for return of such Security Deposit and Tenant agrees to look to the new party standing in the position of Landlord for the return of said Security Deposit.

- 5. <u>Occupancy</u>. The Premises are leased solely for general office use in accordance with all applicable laws, codes, ordinances, regulations, etc. Tenant agrees to comply with all rules and regulations of the Building as set forth on <u>Exhibit D</u> ("**Rules and Regulations**") subject to modification from time to time by Landlord.
- 6. <u>Reserved Rights</u>. Landlord reserves the right, upon reasonable notice to Tenant, to (i) enter the Premises for inspection thereof at all reasonable hours and whenever necessary or appropriate to make repairs, (ii) show the Premises to prospective lessees (during the last nine (9) months of the Term), purchasers or mortgagees at reasonable hours, and (iii) relocate Tenant to another office suite in the Office Park of similar size and quality.
- Titlities, Services and Taxes. Electricity, gas, water, and sewer charges for the Premises shall be paid for by Landlord. Subject to reimbursement as Additional Rent, Landlord shall be responsible for the payment of all real estate taxes assessed with respect to the Building. Tenant shall be responsible for any personal property taxes and assessments due and payable in connection with the Premises. Tenant shall be responsible, at its sole expense, for all internet, cable, phone and janitorial services provided to the Premises. The current cleaning specifications for the Building, subject to modification from time to time by Landlord, are attached hereto as Exhibit E ("Building Cleaning Specifications"). Landlord shall provide heat and air conditioning ("HVAC") to maintain the Premises at a reasonably comfortable temperature between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday of each week, and Saturdays from 8:00 A.M. to 1:00 P.M. (the "Standard Hours"), except holidays recognized by the U.S. Government and State of Indiana. To the extent Tenant operates its businesses outside of the Standard Hours set forth above, Tenant shall schedule such additional hours and additional HVAC usage with Landlord. For Tenant's additional hours and usage of the HVAC, Tenant shall pay to Landlord an additional hours HVAC charge equal to \$60.00 per additional hour, provided, however, Landlord shall have the right to adjust such additional hours HVAC charge in its reasonable discretion.
- 8. <u>Alterations</u>. Tenant shall not cause or permit any alterations, additions or changes of or upon any part of the Premises without first obtaining the written consent of Landlord which may be withheld in its sole and absolute discretion. All approved alterations, additions or changes to the Premises shall be made in accordance with all applicable laws and shall become the property of Landlord. No person shall ever be entitled to any lien, directly or indirectly, derived through or under Tenant, or through or under any act or omission of Tenant, upon the Premises or Building.
- 9. Holdover and Surrender of Premises. If Tenant holds over after the expiration or earlier termination of the Term, Tenant shall become a tenant at sufferance only on a month-to-month basis provided that Tenant shall pay Landlord one hundred fifty percent (150%) of Base Rent and one hundred percent (100%) of Additional Rent for the first thirty (30) days and thereafter two hundred percent (200%) of the amount of Base Rent herein specified and one hundred percent (100%) of Additional Rent for any month during which Tenant holds over for any period of time. Landlord or Tenant shall have the right to terminate Tenant's occupancy of the Premises on thirty (30) days written notice to the other, and to the extent Tenant fails to surrender the Premises within such thirty (30) day period, Tenant shall be liable to Landlord for all damages sustained by Landlord as a result of Tenant's continued holdover of the Premises. At the expiration or earlier termination of this Lease, Tenant shall quit and deliver up the Premises to Landlord in good condition as they were at the commencement of this Lease, ordinary wear and tear and damage due to casualty excepted. Upon surrender of the Premises, Tenant shall have removed all of Tenant's personal property and wiring and shall deliver to Landlord all keys to the Premises. If any of

Tenant's property is not removed by the time of such surrender, it shall, at Landlord's option, be deemed abandoned and become Landlord's property.

- 10. <u>Improper Use of Premises</u>. Tenant shall not make, permit, nor suffer any illegal, unlawful, improper, noisy or otherwise offensive or disruptive use of the Premises, nor permit any nuisance thereon, nor make any use whatsoever thereof other than as expressly permitted herein.
- 11. <u>Waivers</u>. Waiver by Landlord of any breach of any covenant or duty of Tenant under this Lease shall not be a waiver of a breach of any other covenant or duty of Tenant, or of any subsequent breach of the same covenant or duty.
- 12. <u>Assignment or Sublease</u>. Tenant shall not assign this Lease, or sublet the Premises or any interest therein, without the prior written consent of Landlord which may be withheld in its sole and absolute discretion. No assignment or sublease shall relieve Tenant of its obligations and liability hereunder. Landlord reserves the right to assign its interests in this Lease and/or in any sums received or payable hereunder.
- 13. <u>Default</u>. Landlord may terminate this Lease and/or terminate Tenant's right to possession of the Premises upon the failure of Tenant to pay any amount due hereunder or to observe or satisfy any other term, covenant or condition of this Lease and the continuation of such failure for a period of five (5) days after Tenant's receipt of notice thereof or immediately in the event Tenant abandons the Premises or files or is the subject of any bankruptcy proceeding. Upon default by Tenant any of the foregoing reasons, Landlord may reenter the Premises with or without process of law, and remove all persons and property therefrom and shall be entitled to all remedies available at law or in equity. The prevailing party hereunder shall be entitled to be paid (and indemnified against) by the other party hereunder all costs and charges, including reasonable attorneys' fees, incurred by the prevailing party in enforcing any covenant or agreement of the other party contained in this Lease.
- 14. <u>Hazardous Materials</u>. Tenant shall not keep or have on the Premises, including on or about the grounds, if any, any article or thing of a dangerous, inflammable, or explosive character that may unreasonably increase the danger of fire in the Premises or that may be considered hazardous or extra hazardous by any responsible insurance company or governmental agency and shall indemnify, defend and save harmless Landlord from any claims, damages, losses or liabilities with respect to a violation of such negative covenant.
- 15. **Subordination of Lease; Estoppel Certificates; Financial Statements**. This Lease and Tenant's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens, mortgages or encumbrances now or hereafter placed on the Premises. Tenant shall on request execute promptly any instrument evidencing such subordination and any estoppel certificates reasonably requested by Landlord. Tenant shall cause to be delivered to Landlord, within ten (10) days of Landlord's request, Tenant's most recent financial statements as well as statements of income, retained earnings and changes in financial position of Tenant of the most recent fiscal year and a balance sheet of Tenant as of the close of such fiscal year, all in reasonable detail, such year-end financial statements to be certified as to accuracy by Tenant (and, if such is Tenant's normal practice, audited by an independent auditor).

#### 16. Tenant's Insurance, Indemnification and Waiver of Claims.

- (a) Tenant's Insurance. Throughout the Term, Tenant shall maintain:
  - (i) a general commercial liability insurance policy which provides a minimum of Two Million Dollars (\$2,000,000.00) for each occurrence and not less than Three Million

Dollars (\$3,000,000.00) in the aggregate, including automobile liability, and employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00), with a deductible limit of Ten Thousand Dollars (\$10,000.00), insuring the liability of Tenant, its employees, agents and invitees for bodily injury and property damage;

- (ii) an excess limits (umbrella) policy in the amount of at least Two Million Dollars (\$2,000,000.00) for each occurrence and not less than Three Million Dollars (\$3,000,000.00) in the aggregate;
- (iii) special coverage/all-risk property insurance, including fire and lightning, extended coverage, sprinkler damage, theft, vandalism and malicious mischief, or the ISO causes of loss-special form; and flood insurance (if required by Landlord, any lender of the Building, or any governmental authority) in an amount adequate to cover 100% of the replacement costs, without co-insurance, of Tenant's personal property and trade fixtures, as well as the Improvements (hereinafter defined), whether provided or performed by or through Landlord or Tenant and with no deductible;
- (iv) income and extra expense insurance covering the risks to be insured by the special coverage/all risk property insurance described above, on an actual loss sustained basis for a period of at least twelve (12) months, but in all events in an amount sufficient to prevent Tenant from being a coinsurer of any loss covered under the applicable policy or policies other insurance as may be carried on the Premises and Tenant's operation of the Premises, as may be reasonably required by Landlord; and
- (v) a worker's compensation insurance policy in the required statutory amount, all in a company reasonably acceptable to Landlord.

Tenant shall furnish to the Landlord a certificate issued by the insurance carrier showing all such insurance as is described above to be in force and shall name the Landlord, mortgagees, Landlord's property management company and such other parties as Landlord may reasonably designate as additional insureds (except with respect to worker's compensation insurance) and that such policies cannot be canceled or materially modified on less than thirty (30) days' prior written notice to Landlord. All insurance policies shall be issued by insurance companies rated "A- VIII" or higher in A.M. Best's Insurance Guide (latest edition in effect as of the date hereof and subsequently in effect as of the date of renewal of the required policies). Should Tenant fail to carry such insurance and furnish Landlord with such certificate of insurance after a request to do so, Landlord shall have the right to obtain such insurance and collect the cost thereof from Tenant as Additional Rent.

Each policy shall also include the broad form comprehensive general liability endorsement or equivalent and, in addition, shall provide at least the following extensions or endorsements, if available: (1) coverage for explosion, collapse, and underground damage hazards, when applicable; (2) personal injury coverage to include liability assumed under any contract; (3) a cross liability or severability of interest extension or endorsement or equivalent so that if one insured files a claim against another insured under the policy, the policy affords coverage for the insured against whom the claim is made as if separate policies had been issued; (4) a knowledge of occurrence extension or endorsement so that knowledge of an occurrence by the agent, servant, or employee of the insured shall not in itself constitute knowledge by the insured, unless a managing general partner or an executive officer, as the case may be, shall have received the notice from the agent, servant, or employee; (5) a notice of occurrence extension or endorsement so that if the insured reports the occurrence of an accident to its workers' compensation carrier and the occurrence later develops into a liability claim, the failure to report the occurrence immediately to each or any other company when reported to the workers' compensation carrier shall not be deemed a violation of the other

company's policy conditions; (6) an unintentional errors and omissions extension or endorsement so that failure of the insured to disclose hazards existing as of the inception date of the policy shall not prejudice the insured as to the coverage afforded by the policy, provided the failure or omission is not intentional; and (7) a blanket additional insured extension or endorsement or equivalent providing coverage for unspecified additional parties as their interest may appear with the insured. Tenant shall cooperate with Landlord and Landlord's insurers in the adjustment of any insurance claim pertaining to the Building or the Office Park or Landlord's use thereof.

Any failure of Tenant to obtain and maintain the insurance policies and coverages required hereunder or failure by Tenant to meet any of the insurance requirements of this Lease shall constitute an event of default hereunder, and such failure shall entitle Landlord to pursue, exercise or obtain any of the remedies provided for herein, and Tenant shall be solely responsible for any loss suffered by Landlord as a result of such failure. In the event of failure by Tenant to maintain the insurance policies and coverages required by this Lease or to meet any of the insurance requirements of this Lease, Landlord, at its option, and without relieving Tenant of its obligations hereunder, may obtain said insurance policies and coverages or perform any other insurance obligation of Tenant, but all costs and expenses incurred by Landlord in obtaining such insurance or performing Tenant's insurance obligations shall be reimbursed by Tenant to Landlord, together with interest on same from the date any such cost or expense was paid by Landlord until reimbursed by Tenant.

- Indemnification. To the maximum extent permitted by applicable law and except to the extent caused by Landlord's gross negligence or willful misconduct, Tenant hereby agrees to indemnify, protect, defend and hold harmless Landlord and its designated property management company, and their respective partners, members, affiliates, and all of their respective officers, trustees, directors, shareholders, employees, servants, partners, representatives, insurers and agents (collectively, "Landlord Indemnitees") for, from and against all liabilities, claims, fines, penalties, costs, damages or injuries to persons, damages to property, losses, liens, causes of action, suits, judgments and expenses (including court costs, attorneys' fees, expert witness fees and costs of investigation), of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or part) (1) Tenant's construction of, or use, occupancy or enjoyment of, the Premises, (2) any activity, work or other things done, permitted or suffered by Tenant and its agents and employees in or about the Premises, (3) any breach or default in the performance of any of Tenant's obligations under this Lease, (4) any act, omission, negligence or willful misconduct of Tenant or any of its agents, contractors, employees, business invitees or licensees, or (5) any damage to Tenant's personal property, or the property of Tenant's agents, employees, contractors, business invitees or licensees, located in or about the Premises. This Section 16(b) shall survive the expiration or earlier termination of this Lease.
- (c) <u>Waiver of Claims</u> To the maximum extent permitted by applicable law and except to the extent caused by Landlord's gross negligence or willful misconduct, Landlord shall not be liable for any injury, loss or damage suffered by Tenant or to any person or property occurring or incurred in or about the Premises, the Building or the Office Park from any cause. Without limiting the foregoing, neither Landlord nor any of its partners, officers, trustees, affiliates, directors, employees, contractors, agents or representatives (collectively, "Landlord Parties") shall be liable for and there shall be no abatement of Rent for (i) any damage to Tenant's personal property, (ii) loss of or damage to any property by theft or any other wrongful or illegal act, or (iii) any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or the Office Park or from the pipes, appliances, appurtenances or plumbing works therein or from the roof, street or sub-surface or from any other place or resulting from dampness or any other cause whatsoever or from the acts or omissions of other tenants, occupants or other visitors to the Building or the Office Park or from any other cause whatsoever, (iv) any diminution or shutting off of light, air or view by any structure which may be erected on lands adjacent to the Building, whether within or outside of the Office Park, or

(v) any latent or other defect in the Premises, the Building or the Office Park. Tenant shall give prompt notice to Landlord in the event of (i) the occurrence of a fire or accident in the Lease Premises or in the Building, or (ii) the discovery of a defect therein or in the fixtures or equipment thereof. This Section 16(c) shall survive the expiration or earlier termination of this Lease

- Maintenance; Signage. Landlord shall keep and maintain the roof, foundation, other structural elements, and HVAC, plumbing, electrical, and mechanical systems and components of the Premises in good condition, order and repair during the Term. Except as allocated to Landlord in the preceding sentence, Tenant shall keep and maintain the Premises in good condition, order and repair including, without limitation, general cleaning, maintenance and repair sufficient to keep the Premises in an operable, clean, safe, good and attractive condition at all times. Tenant shall not commit or permit waste upon the Premises. Landlord, at its cost and expense, shall provide Tenant with Building standard signage on the main Building directory and at the entrance to the Premises. Any changes requested by Tenant to the initial directory or suite signage shall be made at Tenant's sole cost and expense and shall be subject to Landlord's approval. Landlord may install such other signs, advertisements, notices or tenant identification information on the Building directory, tenant access doors or other areas of the Building, as it shall deem necessary or proper. Tenant shall not place any exterior signs on the Leased Premises or interior signs visible from the exterior of the Leased Premises without the prior written consent of Landlord. Notwithstanding any other provision of this Lease to the contrary, Landlord may immediately remove any sign(s) placed by Tenant in violation of this Section 17.
- 18. **Brokers**. Landlord and Tenant represent to each other that they have not had any dealings with any real estate brokers or agents in connection with the negotiation of the Lease, other than Kevin Gillihan and Abby Zito of JLL on behalf of Landlord. Landlord and Tenant hereby agree to indemnify and hold each other harmless from and against any liability and cost the other may suffer in connection with a breach of the foregoing representation by the other party.
- 19. Notices. All notices, demands or communications required to be given under this Lease shall be in writing served by one of the following methods: (i) personal delivery; (ii) delivery to a nationally recognized courier service which provides dated delivery receipts; or (iii) deposit with the United States Postal Service as registered or certified mail, with return receipt requested and postage prepaid. Notice so delivered shall conclusively be deemed dated, given and/or received as of the: (i) date of the receipt acknowledging personal delivery; (ii) date of receipt or date of first attempted delivery as noted by the selected overnight courier service; or (iii) date of receipt or date of first attempted delivery as noted by the United States Postal Service on the return receipt card. Each notice, demand, or communication shall be sent simultaneously to the respective addresses of the parties hereinafter set forth or to such other place as any of the parties hereto may from time to time designate by written notice to the other.

Notices to Landlord:

G&I IX MJW Lake Pointe III & IV LLC c/o M & J Wilkow Properties, LLC 20 South Clark Street, Suite 3000 Chicago, Illinois 60603 Attention: Marc R. Wilkow, President

With a copy to:

G&I IX MJW Lake Pointe III & IV LLC c/o DRA Advisors, LLC 575 Fifth Avenue, 38<sup>th</sup> Floor

New York, New York 10017 Attn: Lease Administrator

Notices to Tenant:

TWG Cadillac Formula 1 Team, LLC 8520 Allisonville Pointe Blvd., Suite 128 Indianapolis, Indiana 46250

- Miscellaneous. All covenants and representations herein contained are binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns of Landlord and Tenant. Neither Landlord nor any agents or representatives of Landlord have made any statement, promise or agreement, orally or in writing, in conflict with or enlarging the terms of this Lease. If more than one party signs as Tenant hereunder, the covenants, conditions and agreements herein of Tenant shall be joint and several obligations of each such party. The undersigned executed this Lease on behalf of each party hereto represent and warrant that such individual has the capacity authority to so execute this Lease and that no further consent or authorization is necessary to bind such party. The captions herein are inserted only as a matter of convenience and do not in any way define, limit, construe or describe the scope or intent of this Lease or any section hereof or in any other way affect this Lease. The Lease may be executed in multiple counterparts, including by electronic signature and transmission, each of which shall be deemed an original, and all of which when taken together, shall be deemed one and the same instrument.
- 21. Patriot Act Compliance. Neither Tenant nor any of Tenant's affiliates, nor any individual, entity or organization holding any material ownership interest in the Tenant, nor any of their respective brokers or other agents acting in any capacity in connection with the transactions contemplated by this Lease, is or will be (a) (i) designated on the List of Specially Designated Nationals ("SDNs") and Blocked Persons maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), (ii) owned in the aggregate 50% or more, or otherwise controlled, by SDNs, or (iii) organized, resident, or located in a country or territory subject to comprehensive or government-wide sanctions administered by OFAC ("Sanctioned Countries") (currently consisting of Cuba, Iran, North Korea, Syria, Venezuela, the Crimea region of Ukraine, the so-called Donetsk People's Republic region of Ukraine, and the so-called Luhansk People's Republic region of Ukraine) (such persons described in this clause (a), "Prohibited Persons"); (b) conducting any business or engaging in any transaction or dealing with any Sanctioned Country or Prohibited Person, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any such Prohibited Person; (b) engaging in dealings with countries and organizations designated under Section 311 of the USA PATRIOT Act as warranting special measures due to money laundering concerns; (c) dealing in, or otherwise engaging in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224 dated September 24, 2001, relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism"; (d) a foreign shell bank or any person that a financial institution would be prohibited from transacting with under the USA PATRIOT Act; or (e) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempting to violate, any of the prohibitions set forth in (i) sanctions laws administered by OFAC and the U.S. Department of State, (ii) any U.S. anti-money laundering law, (iii) the Foreign Corrupt Practices Act, (iv) the U.S. mail and wire fraud statutes, (v) the Travel Act, (vi) any similar or successor statutes or (vii) any regulations promulgated under the foregoing statutes. If at any time this representation becomes false then it shall be considered a default under this Lease and Landlord shall have the right to exercise all of the remedies set forth in this Lease including, without limitation, immediate termination of this Lease.

- 22. <u>Landlord Termination.</u> Notwithstanding anything contained herein to the contrary, Landlord shall have the right, at any time during the Term, to terminate this Lease upon thirty (30) days prior written notice to Tenant. Despite any such election to terminate, Tenant shall remain liable for the performance of all terms, covenants and conditions contained in the Lease until the effective date of such termination. As of the termination date, Tenant shall be released from the performance of all terms, covenants, conditions and obligations under the Lease, except for those terms, covenants, conditions and obligation which survive the expiration or earlier termination of the Lease.
- 23. Security System. Tenant, at its sole cost and expense, may install a security system that serves the Premises (the "Tenant Security System"), provided, however, Landlord shall have all approval rights as to the location and manner of installation of the Tenant Security System and in no event shall any of Tenant's Security System be attached to the exterior of the Building or exterior of the Premises. Tenant shall be required to remove Tenant's Security System on the last day of the Term, or upon the earlier termination of this Lease. Tenant shall promptly provide to Landlord all information and materials necessary for Landlord to enter the Premises during the Term, and all portions thereof, including, without limitation, any entry codes or key cards. To the extent Tenant fails to remove any and all of the Tenant Security System within or serving the Premises upon the expiration or earlier termination of this Lease, Landlord shall have the right to remove such Tenant Security System and repair any damages resulting from such removal, and Tenant shall reimburse Landlord the actual costs incurred plus an administrative fee equal to five percent (5%) of such costs within fifteen (15) days of Tenant's receipt of such invoice. This requirement shall survive the expiration or earlier termination of this Lease.
- Confidentiality. Landlord and Tenant agree that the terms of this Lease are confidential and constitute proprietary information of the parties hereto. Disclosure of the terms hereof could adversely affect the ability of Landlord to negotiate with other tenants of the Building or Office park. Each of the parties hereto agrees that such party, and its respective partners, officers, directors, employees, agents and attorneys, shall not disclose the terms and conditions of this Lease to any other person without the prior written consent of the other party hereto except pursuant to an order of a court of competent jurisdiction. Provided, however, that Landlord may disclose the terms hereof to any lender now or hereafter having a lien on Landlord's interest in the Building or Office Park, or any portion thereof, and either party may disclose the terms hereof to its respective independent accountants who review its respective financial statements or prepare its respective tax returns, to any prospective transferee of all or any portions of their respective interests hereunder (including a prospective sublessee or assignee of Tenant), to any lender or prospective lender to such party, to any governmental entity, agency or person to whom disclosure is required by applicable law, regulation or duty of diligent inquiry and in connection with any action brought to enforce the terms of this Lease, on account of the breach or alleged breach hereof or to seek a judicial determination of the rights and obligations of the parties hereunder. The disclosure of information in violation of this Section 24 shall constitute a material breach of this Lease; provided, however, the following shall be excluded from the definition of confidential information: (a) information which is or becomes generally known to the public through no violation of this Lease; and (b) information which has been or hereafter is lawfully obtained by Tenant from a source other than Landlord (or any of its affiliates or their respective officers, directors, employees, equity holders, or agents) so long as, in the case of information obtained from a third party, such third party was or is not, directly or indirectly, subject to an obligation of confidentiality owed to Landlord or any of its affiliates at the time such confidential information was or is disclosed to Tenant.

[Remainder of page intentionally left blank; signatures on following page(s)]

IN WITNESS WHEREOF, Tenant and Landlord have executed this Lease as of the day and year first above written.

#### Landlord:

#### **G&I IX MJW LAKE POINTE III & IV LLC**

a Delaware limited liability company

By: M & J LP INVESTORS LLC,

a Delaware limited liability company,

its Operating Manager

By: M & J LP MANAGER INC.,

a Delaware corporation,

its Manager

Ву:			
By: Name:			
Title:			

## **Tenant:**

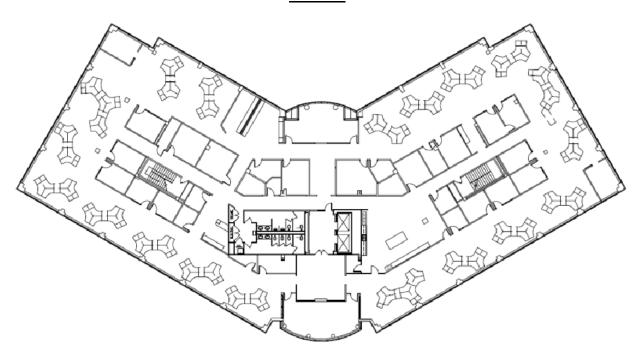
TWG Cadillac Formula 1 Team, LLC,

a Delaware limited liability company

By:	
Name:	
Title:	

# EXHIBIT A

# **Premises**



## **EXHIBIT B**

## **Intentionally Omitted**

#### **EXHIBIT C**

#### **Additional Rent**

In addition to paying the Base Rent, Tenant shall pay as additional rent: (a) Tenant's Share of the annual Operating Expenses that are in excess of the amount of Operating Expenses applicable to the Operating Expenses Base Year, and (b) Tenant's Share of the annual Tax Expenses that are in excess of the amount of Tax Expenses applicable to the Tax Expenses Base Year (collectively, the "Excess"). Such additional rent, together with any and all other amounts payable by Tenant to Landlord pursuant to the terms of this Lease, shall be hereinafter collectively referred to as the "Additional Rent." The Base Rent and Additional Rent are herein collectively referred to as the "Rent." The obligation of Tenant to pay Rent hereunder is an independent covenant of Tenant under this Lease. All amounts due under this Article 4 as Additional Rent shall be payable for the same periods and in the same manner, time and place as the Base Rent. Without limitation on other obligations of Tenant which shall survive the expiration of the Term, the obligations of Tenant to pay the Additional Rent shall survive the expiration of the Term.

As used herein, the following terms shall have the meanings hereinafter set forth:

"<u>Calendar Year</u>" shall mean each calendar year in which any portion of the Term falls, through and including the calendar year in which the Term expires.

"Expense Year" shall mean each Calendar Year, provided that Landlord, upon notice to Tenant, may change the Expense Year from time to time to any other twelve (12) consecutive-month period, and, in the event of any such change, Tenant's Share of Operating Expenses and Tax Expenses shall be equitably adjusted for any Expense Year involved in any such change.

"Operating Expenses" shall mean all expenses, costs and amounts of every kind and nature which Landlord incurs or which accrue during any Expense Year because of or in connection with the ownership, management, maintenance, repair, restoration or operation of the real property and the personal property used in conjunction therewith other than Tax Expenses, including, without limitation: (a) the cost of insurance carried by Landlord, in such amounts as Landlord may reasonably determine or as may be required by any mortgagees or the lessor of any underlying or ground lease affecting the real property, including any deductibles thereunder, as well as the cost to retain third party consultants from time to time to assist with and manage the processing of insurance claims and to provide related insurance advice concerning such insurance coverage; (b) the cost of supplying all utilities to the real property (other than utilities for which tenants of the Building are separately metered), including but not limited to utilities for supplying electricity, water, sewer and the heating, ventilation and air conditioning system for the Building and common areas; and (c) the cost of any capital improvements or other costs (i) which are intended as a labor-saving device or to effect other economies in the operation or maintenance of the real property, (ii) made to the Building and/or real property after the Lease Commencement Date that are required under any governmental law or regulation or (iii) for the refurbishment or replacement of Building and/or real property improvements or amenities; provided, however, that if any such cost described in (i), (ii) or (iii) above is a capital expenditure, such cost shall be amortized (including interest on the unamortized cost) over its useful life as Landlord shall reasonably determine. Notwithstanding anything to the contrary contained herein, in no event shall Tenant be entitled to any refund or credit in the event Operating expenses for the Operating Expenses Base Year exceed Operating Expenses for any subsequent Expense Year. If the Building is less than ninety-five percent (95%) occupied during any portion of the Operating Expenses Base Year or any Expense Year, Landlord shall make an appropriate adjustment to the variable components of Operating Expenses for such year, employing sound accounting and management principles, to determine the amount of Operating Expenses that would have been paid had the Building been ninety-five percent (95%) occupied.

"Operating Expenses Base Year" shall mean the calendar year 2026.

<u>"Systems and Equipment"</u> shall mean any plant, machinery, transformers, duct work, cable, wires, and other equipment, facilities, and systems designed to supply heat, ventilation, air conditioning and humidity or any other services or utilities, or comprising or serving as any component or portion of the electrical, gas, steam, plumbing, sprinkler, communications, alarm, security, or fire/life safety systems or equipment, or any other mechanical, electrical, electronic, computer or other systems or equipment which serve the real property in whole or in part.

"Tax Expenses" shall mean all taxes, fees, charges or other impositions of every kind and nature, whether general, special, ordinary or extraordinary, (including, without limitation, real estate taxes, general and special assessments, transit taxes, leasehold taxes or taxes based upon the receipt of rent, including gross receipts or sales taxes applicable to the receipt of rent, unless required to be paid by Tenant, personal property taxes imposed upon the fixtures, machinery, equipment, apparatus, Systems and Equipment, appurtenances, furniture and other personal property used in connection with the real property), which are levied or assessed or imposed by any authority having the direct or indirect power to tax, including, without limitation, any federal, state, county, or city government, or any improvement or assessment district of any kind, whether or not consented to or joined in by Tenant, which Landlord shall pay during any Expense Year because of or in connection with the ownership, leasing and operation of the real property or Landlord's interest therein, as well as the costs to Landlord for retaining counsel, consultants, and an appraiser to negotiate or obtain the lowering of such taxes or assessments and related cost of any negotiations, contests or appeals of any taxes or assessments. Notwithstanding anything to the contrary contained herein, in no event shall Tenant be entitled to any refund or credit in the event Tax Expenses for the Tax Expenses Base Year exceed Tax Expenses for any subsequent Expense Year. If the aggregate amount of Tax Expenses paid by Landlord is reduced pursuant to I.C.§ 6-1.1-10-2, then for purposes of this Section 4.2.7, the Tax Expenses after giving effect to such reduction shall be grossed up to reflect the amount of the Tax Expenses as if Tax Expenses had not been reduced pursuant to I.C. § 6-1.1-10-2.

"Tax Expenses Base Year" shall mean the calendar year 2026.

"<u>Tenant's Share</u>" shall mean a fraction, the numerator of which is the rentable area of the Premises and the denominator of which is the total rentable area of the Building, which is initially calculated to be 24.16%.

Statement of Actual Expenses and Payment by Tenant. Landlord shall give to Tenant following the end of each Expense Year, including the Operating Expenses Base Year and Tax Expenses Base Year, a statement (the "Statement") which shall state the Operating Expenses and Tax Expenses incurred or accrued for such preceding Expense Year, and which shall indicate the amount, if any, of any Excess. Upon receipt of the Statement for each Expense Year commencing or ending during the Term, if an Excess is present, Tenant shall pay, with its next installment of Base Rent due (or within thirty (30) days of receipt if the Term has expired prior to Tenant's receipt of the Statement), the full amount of the Excess for such Expense Year, less the amounts, if any, paid during such Expense Year as Estimated Excess. The failure of Landlord to timely furnish the Statement or the Estimated Statement for any Expense Year shall not prejudice Landlord from enforcing its rights under this Exhibit C. The provisions of this paragraph shall survive the expiration or earlier termination of the Term.

<u>Statement of Estimated Expenses</u>. In addition, Landlord shall endeavor to give Tenant a yearly expense estimate statement (the "<u>Estimate Statement</u>") which shall set forth Landlord's reasonable estimate (the

"Estimate") of what the total amount of Operating Expenses and Tax Expenses for the then-current Expense Year shall be and the estimated Excess (the "Estimated Excess"). If pursuant to the Estimate Statement an Estimated Excess is calculated for the then-current Expense Year, Tenant shall pay, with its next installment of Base Rent due, a fraction of the Estimated Excess for the then-current Expense Year. Such fraction shall have as its numerator the number of months which have elapsed in such current Expense Year to the month of such payment, both months inclusive, and shall have twelve (12) as its denominator. Until a new Estimate Statement is furnished, Tenant shall pay monthly, with the monthly Base Rent installments, an amount equal to one-twelfth (1/12<sup>th</sup>) of the total Estimated Excess set forth in the previous Estimate Statement delivered by Landlord to Tenant.

Audit Right. Tenant shall have sixty (60) days after receipt of a Statement ("Review Period") to dispute the amount set forth in the Statement. If Tenant does not deliver written notice of such dispute to Landlord within sixty (60) days after receipt of such Statement, such Statement shall be considered final and binding on Tenant. If Tenant timely disputes the amount set forth in the Statement, Tenant's employees or an independent certified public accountant, (which accountant is not compensated on a contingency fee basis), designated by Tenant, may, after reasonable notice to Landlord and during Landlord's standard operating hours, inspect Landlord's records (pertaining to Landlord's calculation of Operating Expenses and Tax Expenses) at Landlord's offices, provided that Tenant is not then in default after expiration of all applicable cure periods and provided further that Tenant and such accountant shall, and each of them shall cause their respective agents and employees to maintain all information contained in Landlord's records in strict confidence. Notwithstanding the foregoing, Tenant shall only have the right to review Landlord's records one (1) time during any twelve (12) month period. Tenant's failure to dispute the amounts set forth in any Statement within the Review Period shall be deemed to be Tenant's approval of such Statement and Tenant, thereafter, waives the right or ability to dispute the amounts set forth in such Statement. If after such inspection, but no later than sixty (60) days following the Review Period, Tenant notifies Landlord in writing that Tenant still disputes such amounts, a certification as to the proper amount shall be made, at Tenant's expense, by an independent certified public accountant selected by Landlord. Landlord shall cooperate in good faith with Tenant and the accountant to provide Tenant and the accountant with the information upon which the certification is to be based. However, if such certification by the accountant proves that the total amount of Operating Expenses and Tax Expenses set forth in the Statement were overstated by more than ten percent (10%), then the actual, documented and reasonable cost of the accountant and such certification shall be paid for by Landlord, in an amount not to exceed Two Thousand, Five Hundred and No/100 Dollars (\$2,500.00). Promptly following the parties receipt of such certification, the parties shall make such appropriate payments or reimbursements, as the case may be, to each other, as are determined to be owing pursuant to such certification. In no event shall Landlord or its property manager be required to (i) photocopy any accounting records or other items or contracts, (ii) create any ledgers or schedules not already in existence, (iii) incur any costs or expenses relative to such inspection, or (iv) perform any other tasks other than making available such accounting records as are described in this Section. Landlord shall not be liable for the payment of any contingency fee payments to any auditor or consultant of Tenant. The provisions of this Section shall be the sole method to be used by Tenant to dispute the amount of Operating Expenses and Tax Expenses payable by Tenant under this Lease, and Tenant waives any other rights or remedies relating thereto.

Taxes and Other Charges for Which Tenant Is Directly Responsible. Tenant shall reimburse Landlord upon demand for any and all taxes or assessments required to be paid by Landlord (except to the extent included in Tax Expenses by Landlord), excluding state, local and federal personal or corporate income taxes measured by the net income of Landlord from all sources and estate and inheritance taxes, whether or not now customary or within the contemplation of the parties hereto, when: (i) said taxes are measured by or reasonably attributable to the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises, or by the cost or value of any leasehold improvements made in or to the Premises by or for Tenant, to the extent the cost or value of such leasehold improvements exceeds

the cost or value of a building standard build-out as determined by Landlord regardless of whether title to such improvements shall be vested in Tenant or Landlord; (ii) said taxes are assessed upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion of the real property (including the parking facilities); or (iii) said taxes are assessed upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises.

#### **EXHIBIT D**

#### **Rules and Regulations**

- 1. The sidewalks, entrances, passages, concourses, ramps, parking facilities, elevators, vestibules, stairways, corridors, or halls shall not be obstructed or used by Tenant or the employees, agents, visitors or business of Tenant for any purpose other than ingress and egress to and from the Premises and for delivery of merchandise and equipment in prompt and efficient manner, using elevators, and passageways designated for such delivery by Landlord.
- 2. No air-conditioning units, fans or other projections shall be attached to the Building. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises or Building, without the prior written consent of Landlord. All curtains, blinds, shades, screens or other fixtures must be of a quality type, design and color, and attached in the manner approved by Landlord. All electrical fixtures hung in offices or spaces along the perimeter of the Premises must be of a quality type, design and bulb color approved by Landlord unless the prior consent of Landlord has been obtained for other lamping.
- 3. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by any Tenant on any part of the outside of the Premises or Building or on the inside of the Premises if the same can be seen from the outside of the Premises without the prior written consent of Landlord. In the event of the violation of the foregoing by Tenant, Landlord may remove same without any liability, and may charge the expense incurred by such removal to the Tenant or Tenants violating this rule. Interior signs on doors and the directory shall be inscribed, painted or affixed for each Tenant by Landlord at the expense of such Tenant, and shall be of a standard size, color and style acceptable to Landlord.
- 4. The exterior windows and doors that reflect or admit light and air into the Premises or the halls, passageways or other public places in the Building, shall not be covered or obstructed by any Tenant, nor shall any articles be placed on the windowsills. No showcases or other articles shall be put in front or affixed to any part of the exterior of the Building, nor placed in the halls, corridors or vestibules, nor shall any article obstruct any HVAC supply or exhaust without the prior written consent of Landlord.
- 5. The electrical and mechanical closets, water and wash closets, drinking fountains and other plumbing, communications, electrical and mechanical fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, coffee grounds, acids or other substances shall be deposited therein. Landlord shall have sole power to direct where and how telephone and other wires are to be introduced. No boring or cutting for wires is to be allowed without the consent of Landlord. The location of communication equipment affixed to the Premises shall be subject to the approval of Landlord. All damages resulting from any misuse of the fixtures shall be borne by the Tenant who, or whose employees, agents, assignees, sublessees, invitees or licensees, shall have caused the same. No person shall waste water by interfering or tampering with the faucets or otherwise.
- 6. No portion of the Premises or the Building shall be used or occupied at any time for manufacturing, for the storage of merchandise, for the sale of merchandise, goods or property of any kind at auction or otherwise or as sleeping or lodging quarters, or for any immoral or unlawful purpose.
- 7. Tenant, any Tenant's servants, employees, agents, visitors or licensees, shall not at any time bring or keep upon the Premises any inflammable, combustible caustic, poisonous or explosive fluid, chemical or substance.

- 8. No bicycles, vehicles or animals of any kind (other than a seeing eye dog for a blind person), shall be brought into or kept by any Tenant in or about the Premises or the Building.
- 9. Landlord shall have the right to prohibit any advertising by any Tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a building for offices, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising. In no event shall Tenant, without the prior written consent of Landlord, use the name of the Building or use pictures or illustrations of the Building.
- 10. Any person in the Building will be subject to identification by employees and agents of Landlord. All persons in or entering Building shall be required to comply with the security policies of the Building. Tenant shall keep doors to unattended areas locked and shall otherwise exercise reasonable precautions to protect property from theft, loss or damage. Landlord shall not be responsible for the theft, loss or damage of any property.
- 11. No additional locks or bolts of any kind shall be placed on any door in the Building or the Premises and no lock on any door therein shall be changed or altered in any respect without the consent of Landlord. Landlord shall furnish two (2) keys for each lock on exterior doors to the Premises and shall, on Tenant's request and at Tenant's expense, provide additional duplicate keys. All keys, including keys to storerooms and bathrooms, shall be returned to Landlord upon termination of this Lease. Landlord may at all times keep a pass key to the Premises. All entrance doors to the Premises shall be left closed at all times and left locked when the Premises are not in use.
- 12. Tenant shall give immediate notice to Landlord in case of theft, unauthorized solicitation, or accident in the Premises or in the Building or of defects therein or in any fixtures or equipment, or of any known emergency in the Building.
- 13. No freight, furniture or bulky matter of any description will be received into the Building or carried into the elevators except in such a manner, during such hours and using such elevators and passageways as may be approved by Landlord, and then only upon having been scheduled at least two (2) working days prior to the date on which such service is required. Any hand trucks, carryalls, or similar appliances used for the delivery or receipt of merchandise or equipment shall be equipped with rubber tires, side guards and such other safeguards as Landlord shall require.
- 14. Tenant, or the employees, agents, servants, visitors or licensees of Tenant shall not at any time place, leave or discard any rubbish, paper, articles, or objects of any kinds whatsoever outside the doors of the Premises or in the corridors or passageways of the Building.
- 15. Tenant shall not make excessive noises, cause disturbances or vibrations or use or operate any electrical or mechanical devices that emit excessive sound or other waves or disturbances or create obnoxious odors, any of which may be offensive to the other tenants and occupants of the Building, or that would interfere with the operation of any device, equipment, radio, television broadcasting or reception from or within the Building or elsewhere and shall not place or install any projections, antennas, aerials or similar devices inside or outside of the Premises or on the Building without Landlord's prior written approval.
- 16. Tenant shall comply with all applicable federal, state and municipal laws, ordinances and regulations, insurance requirements and building rules and regulations and shall not directly or indirectly make any use of the Premises which may be prohibited by any of the foregoing or which may be dangerous to persons or property or may increase the cost of insurance or require additional insurance coverage.

- 17. Tenant shall not serve, nor permit the serving of alcoholic beverages in the Premises unless Tenant shall have procured the necessary permits and Liquor Liability Insurance, issued by companies and in amounts reasonably satisfactory to Landlord, naming Landlord as an additional party insured.
- 18. Canvassing, soliciting and peddling in the Building is prohibited and Tenant shall cooperate to prevent the same.
- 19. Except as otherwise explicitly permitted in its Lease, Tenant shall not do any cooking, conduct any restaurant, luncheonette or cafeteria for the sale or service of food or beverages to its employees or to others, install or permit the installation or use of any food, beverage, cigarette, cigar or stamp dispensing machines or permit the delivery of any food or beverage to the Premises, except by such persons delivering the same as shall be approved by Landlord.
  - 20. Tenant shall at all times keep the Premises neat and orderly.
  - 21. Tenant shall not allow its employees to loiter in the common areas of the Building.
- SMOKING (INCLUDING VAPING) IS PROHIBITED anywhere within the Building, including each tenant's private office suite or any Common Area (i.e., hallways, corridors, lobbies, restrooms, elevators, vestibules, stairwells or loading docks), and, in addition, SMOKING (INCLUDING VAPING) IS PROHIBITED in areas exterior to the Building which are within 30 feet of any entrance or loading dock to the Building or otherwise not within any designated smoking areas located on the Real Property. THE USE OF ILICIT DRUGS IS PROHIBITED anywhere on the real property, including within the Building, any Common Area or the Parking Facilities.
- 23. Tenant shall not maintain armed security in or about the Premises nor possess any weapons, explosives, combustibles or other hazardous devices in or about the Building and/or Premises.
- 25. Landlord shall have the absolute right at all times, including an emergency situation, to limit, restrict, or prevent access to the Building in response to an actual, suspected, perceived or publicly or privately announced health or security threat.
- 26. Landlord reserves the right at any time to take one elevator out of service to tenants for exclusive use by management in servicing the Building.
- 27. No electric heaters or electric fans are allowed on the Premises with the prior written consent of Landlord.
- 28. Tenant shall not provide access to vendors or other parties that are not their invitees, agents or employees.
- 29. All Tenant Appliances/Equipment that are attached to the Building's domestic water line must be connected with braided water supply lines with threaded connections, NO PUSH Connect Fittings allowed.

### **EXHIBIT E**

## **Cleaning Specifications**

# Service Requirements

Cleaning Specifications provided by CCS, Inc. for Lake Pointe

<u>Description</u>	Frequency
Office Areas	
Empty all trash receptacles and replace liners as necessary.	Daily
Dust/damp-mop all hard surface floors as needed.	Daily
Vacuum traffic areas (hallways, offices, cubicles).	Daily
Spot clean glass doors (within reach).	Daily
Clean and de-scale drinking fountains.	Daily
Clean conference room tables (dust/damp wipe w/o polish).	Daily
7. Spot clean glass desktops (where accessible).	Daily
Spot clean by hand carpet as needed.	Daily
Dust horizontal surfaces within reach (medium dusting).	Daily
<ol><li>Spot clean side-light glass as needed (within reach).</li></ol>	Daily
11. Detail vacuum all carpeted flooring.	Weekly
12. Spot clean walls and window ledges (within reach).	Weekly
13. Dust window blinds (within reach).	Monthly
<ol> <li>Scrub/refinish or burnish resilient/finished floors or as needed.</li> </ol>	Monthly
15. Dust baseboards (no more than light dust OK)	As needed
16. Damp wipe baseboards	Quarterly
17. Scrub/strip and refinish resilient/finished floors or as needed.	Annually
Main Lobby, Corridors, and Elevators	
Clean entrance door glass (interior and exterior within reach).	Daily
Clean and de-scale water fountains.	Daily
Vacuum carpeted flooring and mats.	Daily
Dust/damp mop hard surface flooring as needed.	Daily
5. Remove debris and replace gravel (if necessary) in ashtrays and urns.	Daily
Clean entry area and door tracks.	Daily
<ol><li>Collect and remove exterior trash within 10ft of doors.</li></ol>	Daily
8. Empty trash, replace liners and spot clean all exterior waste receptacles.	Daily
<ol><li>Clean all accessible bright metal and stone/Formica reception counters.</li></ol>	Daily
10. Clean directory glass.	Daily
11. Spot clean walls (within reach).	Daily
12. Clean and polish elevator tracks.	Daily
13. Spot clean carpet by hand as needed.	Daily
14. Dust furnishings, sills, and ledges (within reach).	Weekly
15. Spot clean vinyl baseboard or as needed.	Weekly
16. Spot clean light switches or as needed.	Weekly
17. Dust grills and diffusers (within reach).	Monthly

18. Scrub/strip and refinish resilient/finished floors as needed.	Monthly
Restrooms	
Empty and wipe down trash containers.	Daily
Damp wipe receptacles.	Daily
Empty and clean sanitary napkin dispensers.	Daily
Clean and restock dispensers.	Daily
5. Clean basins, urinals, and commodes.	Daily
Clean/polish accessible bright work and mirrors.	Daily
7. Sweep and damp mop hard surface flooring.	Daily
8. Spot clean partitions, entry doors and frames, walls, and light switches.	Daily
9. Dust sills and ledges.	Daily
10. Wipe interior of partions	Daily
11. Wipe entire partiions next to urinals and spot clean walls.	Daily
12. Wipe clean partitions 100%.	Monthly
13. Clean exhaust vents or as needed.	Monthly
<u>Stairwells</u>	
Spot clean steps and landings.	Daily
Police stairwells for debris.	Daily
Sweep public stairs.	Weekly
Dust sills and ledges within reach.	Weekly
5. Wipe handrails.	Weekly
Wipe standpipes (up to six feet tall).	Weekly
Damp mop stairs where appropriate.	Weekly
Miscellaneous Common Area	
CCS will maintain carpet (bonnet and/or extract) at rates quoted on pricing pg.	Quarterly/ As Needed

## **EXHIBIT F**

## **FURNITURE**

[TO BE INSERTED]