

FIFTH AMENDMENT TO LEASE AGREEMENT

This Fifth Amendment to Lease Agreement (this "***Fifth Amendment***") is made and entered into as of the 25th day of May, 2017 (the "***Effective Date***"), by and between LAKE POINTE TENANT, LLC, a Delaware limited liability company ("***Landlord***"), successor in interest to SUN LIFE ASSURANCE COMPANY OF CANADA, a Canadian corporation ("***Prior Landlord***"), successor in interest to E-L Allison Pointe II, LLP, an Indiana limited liability partnership ("***Original Landlord***") and LIQUID TRANSPORT, LLC, an Indiana limited liability company ("***Tenant***"), successor in interest to ETRANCO, INC., an Indiana corporation ("***Original Tenant***").

RECITALS:

A. Original Landlord and Original Tenant executed that certain Lease Agreement (the "***Original Lease***") dated as of May 1, 2001, as assigned by Original Tenant to Tenant pursuant to that certain Assignment and Assumption Agreement dated January 26, 2006, as amended by Amendment to Lease Agreement dated as of February 22, 2006 (the "***First Amendment***"), by and between Original Landlord and Tenant, as amended by Second Amendment to Lease dated as of October 1, 2009 (the "***Second Amendment***"), by and between Prior Landlord and Tenant, as amended by Addendum to Lease dated as of February 15, 2011 (the "***Third Amendment***"), by and between Prior Landlord and Tenant, as amended by Fourth Amendment to Lease dated as of June 1, 2012 ("***Fourth Amendment***"), by and between Prior Landlord and Tenant. Pursuant to the Original Lease, as amended, Tenant is currently leasing approximately 16,079 rentable square feet comprised of Suite 400 (the "***Premises***") in that certain building known as Lake Pointe III located at 8470 Allison Pointe Boulevard, Indianapolis, Indiana ("***Building***").

B. Landlord and Tenant desire to extend the term of the Original Lease, as assigned by Original Tenant to Tenant pursuant to that Assignment and Assumption Agreement, and as amended by the First Amendment, Second Amendment, Third Amendment and Fourth Amendment (collectively, the "***Lease***") and to further modify the Lease as set forth in this Fifth Amendment. The term of the Lease is currently set to expire on December 31, 2017.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Recitals and Capitalized Terms. The foregoing Recitals are true and correct and are incorporated herein by this reference. Unless otherwise expressly defined herein, capitalized terms used herein shall have the same meanings as designated to such capitalized terms in the Lease. All references herein to the Lease shall include this Fifth Amendment. References in the Lease to the "leased premises" shall mean the Premises and references in the Lease to "base rent", "annual base rent" and "annual base rental" shall mean the "Base Rent", as defined herein.

2. Extension of Term. The term of the Lease is hereby extended for ten (10) years and eight (8) months, beginning on January 1, 2018 and expiring through and including August 31, 2028 ("***Extension Term***").

3. Base Rent for the Extension Term. As of January 1, 2018, annual base rent ("***Base Rent***") for the Premises during the Extension Term shall be payable in monthly installments on or before

the first day of each calendar month during the Extension Term in accordance with the following schedule:

<u>Months</u>	<u>Monthly installments of Base Rent</u>
January 1, 2018 through August 31, 2018*	\$26,128.38
September 1, 2018 through August 31, 2023	\$26,128.38
September 1, 2023 through August 31, 2028	\$29,478.17

*The Base Rent shall be abated from January 1, 2018 through August 31, 2018 (“**Base Rent Abatement Period**”) such that Base Rent shall be \$0.00 during such Base Rent Abatement Period, except as expressly provided in this **Section 3**. All of the remaining terms and conditions of the Lease shall remain in full force and effect during the foregoing Base Rent Abatement Period. Notwithstanding the foregoing, if any event of default by Tenant occurs under the Lease during the Extension Term and Landlord terminates the Lease pursuant to **Paragraph 20** of the Lease, then, in addition to Landlord’s other remedies available at law, in equity or under this Lease, Tenant shall pay Landlord upon demand the portion of the previously abated Base Rent in the amount of \$26,128.38 per month set forth in the schedule above attributed to the Base Rent Abatement Period that remains unamortized as of the date of such termination, based on amortization on a straight-line basis over the remaining Extension Term after the Base Rent Abatement Period.

4. Base Year for Taxes. **Paragraph 4.A** of the Lease is amended to provide that for the Extension Term, the real estate taxes paid by Landlord during calendar year 2018, sometimes also referred to in the Lease as the “base year”, shall be deemed to be Landlord’s Share for purposes of **Paragraph 4.A**.

5. Base Year for Operating Costs. The first paragraph of **Paragraph 5.A** of the Lease is hereby deleted in its entirety and replaced with the following: “If, in any calendar year falling partly or wholly within the Extension Term, Operating Costs (as hereinafter defined) paid or incurred by Landlord shall exceed the amount of Operating Costs paid or incurred by Landlord during the calendar year 2018, then Tenant shall pay upon demand to Landlord for such year during the Extension Term, as additional rent, its proportionate share of the amount of Operating Costs which exceed the amount of Operating Costs paid or incurred by Landlord during the calendar year 2018, sometimes also referred to in the Lease as the “base year”, calculated on the basis of the ratio set forth in **Paragraph 25.J**.”

6. Gross-Up of Operating Costs. The last paragraph of **Paragraph 5.A** of the Lease is deleted in its entirety and replaced with the following:

“If the Building is less than ninety-five percent (95%) occupied, Landlord may elect to include in Operating Costs all additional Operating Costs of the Building which Landlord determines in accordance with sound management accounting principles that it would have paid or incurred during any calendar year, including the base year, as if the Building had been ninety-five percent (95%) occupied. If the Building is equal to or greater than ninety-five percent (95%) occupied, Landlord may elect to include in Operating Costs all additional Operating Costs of the Building which Landlord determines in accordance with sound management accounting principles that it would have paid or incurred during any calendar year, including the base year, as if the Building had been one hundred percent (100%) occupied.”

7. Cap on Controllable Operating Costs. The second paragraph of **Paragraph 5.A** of the Lease is amended to delete the cap created by Section 6 of the Second Amendment and replace it with the following:

“Notwithstanding anything in this Lease to the contrary, for purposes of determining Operating Costs payable by Tenant during the Extension Term, in no event shall Controllable Operating Costs (as defined in this **Paragraph 5**) be deemed to have increased during any calendar year (or prorated portion thereof) following the base year 2018 by more than an amount equal to Controllable Operating Costs for the base year 2018 increased by five percent (5%) per annum, compounded annually on a cumulative basis. “**Controllable Operating Costs**” shall mean all Operating Costs other than taxes and assessments, insurance, utilities, costs of snow removal and costs resulting from compliance with changes in applicable laws, rules, regulations or ordinances.”

8. Emergency Generator. Subject to compliance with the terms of the Lease (including, without limitation, payment of associated additional rent as provided in **Paragraph 6** of the Lease in connection with excess electricity use) and Landlord’s pre-approval of location, shielding and the manner of placement and connection to the electrical system serving the Premises, which approval shall not be unreasonably withheld, conditioned or delayed, Tenant shall have the right, at its sole cost and expense, to temporarily maintain, operate and use a portable emergency generator and associated equipment, cabling and wiring (“**Generator**”) for the sole purpose of providing back-up power for the Premises (and not for the use of any other tenant in the Building) during a power outage in the Premises. Tenant shall remove the Generator from the Property promptly after power is restored to the Premises and repair any damage to the Premises, the Building or the Property caused by such maintenance, operation, use or removal and restore the Premises, Building and Property to its condition as it existed immediately prior to the use of the Generator. If Tenant fails to remove the Generator and repair and restore the Premises, Building and Property as required by this **Section 8**, then Landlord may (but shall not be obligated to) remove, repair and restore the same and the cost of such removal, repair and restoration together with any and all damages which Landlord may suffer and sustain by reason of the failure of Tenant to remove, repair and restore the same, shall be charged to Tenant and paid upon demand. Without limitation to Tenant’s obligations under the Lease, Tenant, at its sole cost and expense, shall maintain, repair, and operate the Generator in good working order and condition and maintain, repair, operate, use and remove the Generator in compliance with all applicable laws, ordinances, rules and regulations and with the Rules and Regulations (as defined in **Exhibit D** of this Fifth Amendment). Landlord shall have the right to inspect the Generator upon reasonable prior notice to Tenant in order to verify compliance with this **Section 8**. If such inspections reveal any deviation from the requirements of this **Section 8**, Landlord may, in addition to any other rights and remedies under the Lease, require that Tenant immediately remedy such non-compliance or, if Tenant fails to so remedy such non-compliance, remove the Generator in accordance with this **Section 8**.

9. Condition of the Premises.

9.1 AS IS. Except for Landlord’s obligation to make the Restroom Renovations (as defined in **Section 9.2**) and provide the Tenant Work Allowance (as defined in **Section 9.3**), TENANT ACCEPTS THE PREMISES “**AS IS**”, “**WHERE IS**” AND **WITH ANY AND ALL FAULTS**. LANDLORD NEITHER MAKES NOR HAS MADE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY, SUITABILITY OR FITNESS THEREOF OF THE PREMISES, OR THE CONDITION OR REPAIR THEREOF. TENANT’S CONTINUED OCCUPATION OF THE PREMISES SHALL BE CONCLUSIVE EVIDENCE FOR ALL PURPOSES OF TENANT’S ACCEPTANCE OF

THE PREMISES IN GOOD ORDER AND SATISFACTORY CONDITION, AND IN A STATE AND CONDITION SATISFACTORY, ACCEPTABLE AND SUITABLE FOR THE TENANT'S USE PURSUANT TO THE LEASE.

9.2 Restroom Renovations. On or before December 31, 2017, Landlord, at Landlord's sole cost and expense, shall complete renovations to update the common area restrooms located on the fourth (4th) floor in a good and workmanlike manner consistent with the other common area restroom renovations Landlord is performing in the Building, including, without limitation, installing new fixtures, wall coverings, floorings, and countertops ("**Restroom Renovations**"). The cost and expense of the Restroom Renovations shall not be included in, and shall be mutually exclusive of, the Tenant Work and Tenant Work Allowance.

9.3 Tenant Work Allowance. (a) Landlord shall make available to Tenant an allowance in the amount of \$450,212.00 ("**Tenant Work Allowance**") for alterations to the interior of the Premises ("**Tenant Work**"), subject to the terms of this Section 9.3. Provided that the Tenant Work is performed and completed in accordance with **Paragraph 7** of the Lease, Tenant shall receive from Landlord an amount not to exceed the Tenant Work Allowance as a credit against the Cost of the Tenant Work (as defined herein). Tenant shall be obligated, at its sole cost and expense, to pay the amount, if any, of the Cost of the Tenant Work in excess of the Tenant Work Allowance. Notwithstanding anything to the contrary in this Section 9.3, if an event of default exists, or would exist but for the pendency of any cure period provided for in **Paragraph 19** of the Lease, then Landlord shall have no obligation to pay, reimburse or otherwise make available any portion of the Tenant Work Allowance unless and until such default is cured. Further, except as expressly provided in Section 9.3(b) of this Fifth Amendment, Landlord shall have no obligation to pay, reimburse or allow Tenant any right of offset to the extent of any unspent portion of the Tenant Work Allowance.

(b) Notwithstanding anything to the contrary in this Section 9.3, and in addition to all other rights of Tenant pursuant to this Section 9.3, if the actual Cost of the Tenant Work is less than the amount of the Tenant Work Allowance, then following the Allowance Deadline (as defined in this Section 9.3(b)) Landlord shall credit the next accruing installment of Base Rent ("**Rent Credit**") by an amount equal to the lesser of (i) \$353,738.00 and (ii) the amount of the Tenant Work Allowance that remains unspent as of the Allowance Deadline after subtracting the actual Cost of the Tenant Work. The Tenant Work Allowance shall be available to Tenant through May 31, 2018 ("**Allowance Deadline**") and Tenant shall have no further right to any unspent Tenant Work Allowance, except in the form of the Rent Credit, after such Allowance Deadline. The Rent Credit shall be in addition to, and mutually exclusive of, the abatement of Base Rent during the Base Rent Abatement Period described in Section 3 of this Fifth Amendment. Within ten (10) days after Landlord's written request, which request shall be delivered after the Allowance Deadline, Tenant shall execute an amendment to this Lease confirming the Cost of the Tenant Work and the amount of any Rent Credit.

(c) As used in this Section 9.3, "**Cost of the Tenant Work**" means: architectural and engineering fees incurred in connection with the preparation of the plans for the Tenant Work; (ii) governmental agency plan check, permit and other fees (including any changes required by any governmental entity or authority having jurisdiction thereof); (iii) sales and use taxes; (iv) insurance fees associated with the construction of the Tenant Work; (v) testing and inspecting costs; and (vi) the actual costs and charges for material and labor, contractor's profit and contractor's general overhead incurred by Landlord or Tenant, as applicable, in constructing the Tenant Work, including Landlord's construction management fee, which shall be (A) zero

percent (0%) of the Cost of the Tenant Work with respect to Tenant Work that is comprised solely of painting the interior of the Premises and installing new carpet in the interior of the Premises; and (B) one percent (1%) of the Cost of the Tenant Work with respect to any other Tenant Work.

(d) Landlord shall have the right to perform all or a portion of the Tenant Work on behalf of Tenant; provided, however, with respect to any portion of the Tenant Work that Landlord allows Tenant to perform, the Tenant Work Allowance shall be paid by Landlord to Tenant within fifteen (15) calendar days after the last to occur of: (i) final completion and acceptance of the Tenant Work by Landlord after Tenant's completion of all punch-list items based on the plans approved by Landlord and Tenant for the Tenant Work; (ii) acceptance of the Tenant Work by all governmental agencies having authority therefore and issuance of a certificate of occupancy, if required; (iii) Tenant's delivery to Landlord of final unconditional mechanic's lien releases from Tenant's subcontractors, laborers, materialmen and suppliers with respect to the Tenant Work in a form reasonably acceptable to Landlord; and (iv) Tenant's delivery to Landlord of evidence of costs incurred in a form reasonably acceptable to Landlord.

(e) With respect to any portion of the Tenant Work that Landlord allows Tenant to perform pursuant to **Section 9.3(d)** of this Fifth Amendment, in the event that any mechanic's lien is recorded against the Building or Premises or any stop work notices are served on Landlord during the course of such Tenant Work, then Landlord shall have the right to withhold from the Tenant Work Allowance a sum equal to one hundred fifty percent (150%) of the disputed amount. In such event, Landlord shall have the right to make payment of the disputed sum directly to the claimant to cause the release of any such mechanic's lien that has been filed against the Building or Premises or to cause the release of any stop work notice served on Landlord where said lien has not been removed by the recordation of either a release of mechanic's lien or a statutory lien release bond issued by a corporate surety reasonably acceptable to Landlord within ten (10) business days following the date Tenant receives notice of filing of the mechanic's lien or Landlord's receipt of the stop work notice.

10. Assignments and Subletting.

10.1 **Paragraph 11.C(b)** of the Lease is deleted in its entirety and replaced with the following:

“(b) any merger, consolidation, reorganization or other transaction of similar character involving Tenant into or with another corporation or other entity (“**Corporate Reorganization**”), provided that: (i) Tenant is not then in default under this Lease at the time of such Corporate Reorganization; (ii) in connection with the Corporate Reorganization, the surviving or successor corporation or other entity (“**Successor Tenant**”) that succeeds to Tenant owns and controls all or substantially all of Tenant's assets and business operations (as existing immediately prior to the Corporate Reorganization); (iii) immediately following such Corporate Reorganization, the successor Tenant has a tangible net worth (computed in accordance with generally accepted accounting principles exclusive of goodwill) of not less than that of Tenant as of the Effective Date of the Fifth Amendment to this Lease (“**Net Worth Test**”); and (iv) the Tenant or Successor Tenant, not less than ten (10) days before the effective date of the Corporate Reorganization, provides written notice to Landlord of the Corporate Reorganization, accompanied by true and accurate copies of audited financial statements (including any notes to them) prepared by an independent certified public accountant for

Tenant as of the Effective Date of the Fifth Amendment to this Lease and for the Successor Tenant immediately after the Corporate Reorganization, the Corporate Reorganization documents and any other evidence reasonably requested by Landlord, all of which documents shall be reasonably satisfactory to Landlord for purposes of confirming that the terms and provisions of this subparagraph have been satisfied.”

10.2 **Paragraph 11** of the Lease is amended to provide that Tenant may not sublet the Premises, or any portion thereof, without Landlord’s prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

11. No Relocation. As of the Effective Date of this Fifth Amendment, and throughout the term of the Lease, Landlord shall not have the right to relocate Tenant, under any circumstances, to a different location whatsoever, including, without limitation, to a different location in the Building or Property.

12. Tenant’s Insurance. **Paragraph 14** is deleted in its entirety and replaced with the following:

“14. **Tenant’s Insurance.** Tenant will carry and maintain, at Tenant’s expense, the following insurance, in the minimum amounts specified below or such other amounts as Landlord may from time to time reasonably request, with insurance companies and on forms reasonably satisfactory to Landlord:

(a) Commercial general liability insurance, with a combined single occurrence limit and aggregate of not less than \$1,000,000. All such insurance will be on an occurrence ISO form including without limitation, bodily injury, property damage, personal injury, advertising injury, products and completed operations liability, and contractual liability coverage for the performance by Tenant of the indemnity agreements set forth in this Lease;

(b) A policy of cause of loss-specialty property insurance coverage at least equal to ISO Special Form Causes of Loss and covering all of Tenant’s furniture and fixtures, machinery, equipment, stock and any other personal property owned and used in Tenant’s business and found in, on or about the Property, and any leasehold improvements to the Premises in excess of any initial buildout of the Premises by Landlord, in an amount not less than the full replacement cost;

(c) Worker’s compensation insurance insuring against and satisfying Tenant’s obligations and liabilities under the worker’s compensation laws of the state in which the Premises are located, including employer’s liability insurance in the limit of \$1,000,000 aggregate;

(d) If Tenant operates owned, hired, or nonowned vehicles on the Property, comprehensive automobile liability will be carried at a limit of liability not less than \$1,000,000 combined bodily injury and property damage;

(e) Umbrella liability insurance in excess of the underlying coverage listed in paragraphs (a), (c) and (d) above, with limits of not less than \$4,000,000 per occurrence/\$4,000,000 aggregate;

(f) Loss of income and extra expense insurance and contingent business income insurance in amounts as will reimburse Tenant for direct or indirect loss of earning attributable to all perils insured against under the ISO Causes of Loss - Special Form Coverage, or attributable to prevention of access to the Premises as a result of such perils. Such insurance shall provide for an extended period of indemnity to be not less than 12 months; and

(g) All insurance required under this **Paragraph 14** shall be issued by such good and reputable insurance companies qualified to do and doing business in the state in which the Premises are located and having a policyholder rating of not less than "A" and a financial rating of "VIII" in the most current copy of Best's Insurance Report in the form customary to this locality. Landlord and its affiliates, Landlord's management company, Landlord's mortgagee, and such other parties as Landlord shall designate to Tenant who have an insurable interest in the Premises or Property shall: (i) be named as additional insureds with respect to the coverages provided for under **Paragraph 14(a), (d) and (e)**, (ii) have waiver of subrogation rights with respect to the coverages provided for under **Paragraph 14(a), (c), (d) and (e)**, and (iii) be named as loss payees as their interest may appear with respect to the coverage provided under **Paragraph 14(b)**. Certificates of insurance together with any endorsements providing the required coverage will be delivered to Landlord from time to time at least 30 days prior to expiration of the term, material change, reduction in coverage, or other termination thereof. All commercial general liability and property policies (including any umbrella policies in excess of such policies) herein required to be maintained by Tenant will be written as primary policies, not contributing with and not supplemental to the coverage that Landlord may carry. Commercial general liability insurance required to be maintained by Tenant by this **Paragraph 14** will not be subject to a deductible or any self-insured retention. Landlord makes no representation that the limits of liability specified to be carried by Tenant pursuant to this **Paragraph 14** are adequate to protect Tenant and Tenant should obtain such additional insurance or increased liability limits as Tenant deems appropriate. Furthermore, in no way does the insurance required herein limit the liability of Tenant assumed elsewhere in this Lease."

13. Landlord's Insurance. **Paragraph 15** is deleted in its entirety and replaced with the following:

"15. **Landlord's Insurance.** At all times during the term of this Lease, Landlord will carry and maintain:

(a) Fire and extended coverage insurance covering the Building, its equipment and common area furnishings, and leasehold improvements in the Premises to the extent of any initial build out of the Premises by Landlord; and

(b) Bodily injury and property damage insurance.

The insurance coverages and amounts in this **Paragraph 15** will be determined by Landlord in an exercise of its commercially reasonable discretion."

14. Holding Over. **Paragraph 17** of the Lease is deleted in its entirety and replaced with the following:

“17. **Holding Over.** In the event that Tenant shall not immediately surrender the Premises to Landlord on the expiration of the term of this Lease or earlier termination of this Lease, including removing all trade fixtures, equipment, furniture, inventory, effects and alterations from the Premises, Tenant shall be deemed to be a month-to-month tenant pursuant to the terms and provisions of this Lease, except the Base Rent shall be (a) one hundred thirty percent (130%) of the Base Rent in effect on the expiration of the term or earlier termination of this Lease for the first thirty (30) days, and (b) thereafter one hundred fifty percent (150%) of the Base Rent in effect on the expiration of the term or earlier termination of this Lease. Either Landlord or Tenant may terminate such month-to-month tenancy upon not less than thirty (30) days prior written notice (“**Month-to-Month Termination Notice**”) to the other party, in which event the expiration of such month-to-month tenancy shall be adjusted to be the date (“**Holdover Expiration Date**”) that is the later of (i) thirty (30) days after the delivery to the other party of the Month-to-Month Termination Notice and (ii) the date of termination stated in the Month-to-Month Termination Notice. Tenant shall pay all rent due, including, without limitation Base Rent at the applicable rate set forth above in subparagraphs (a) and (b) and additional rent, to and through the Holdover Expiration Date, which rent shall be prorated for any partial month based upon a 30-day month, and shall surrender the Premises to Landlord on or before the Holdover Expiration Date in the manner and in the condition provided for in this Lease. Notwithstanding the foregoing, if Tenant shall hold over after Holdover Expiration Date, and Landlord shall desire to regain possession of the Premises, then Landlord may forthwith re-enter and take possession of the Premises by any legal process provided under applicable state law. **If Landlord is unable to deliver possession of the Premises to a new tenant, or to perform improvements for a new tenant, as a result of Tenant’s holdover after the Holdover Expiration Date, then Tenant shall be liable to Landlord for all damages, including, without limitation, special or consequential damages, which Landlord suffers from the holdover.**”

15. Mortgages and Estoppels. **Paragraphs 21 and 25.D** are amended to provide that Tenant shall execute and deliver to Landlord such instruments, releases, or other documents pursuant to **Paragraph 21** within ten (10) business days after Landlord’s demand and Landlord and Tenant shall deliver estoppels pursuant to **Paragraph 25.D** within ten (10) business days after the requesting party’s demand.

16. Landlord’s Notice Address. Landlord’s notice and payment addresses under **Paragraph 24** of the Lease are amended to be the following:

Rent and other payments under subparagraph (1):

ACH Remittance: Wells Fargo Bank
(Preferred) San Francisco, CA
ABA #: 121000248
To Credit: Lake Pointe Tenant, LLC
Account #: 4192380046

Or
Mail Check to: Lake Pointe Tenant, LLC
P.O. Box 203932, Dept. 205306
Dallas, TX 75320-2932

Notices under subparagraph (2):

LAKE POINTE TENANT, LLC

c/o USAA Real Estate Company
9830 Colonnade Boulevard, Suite 600
San Antonio, Texas 78230-2239

Attention: Head of Office Asset Management

Attention: General Counsel

With copies at the same time to:

Jones Lang LaSalle Americas, Inc.
8900 Keystone Crossing, Suite 1150
Indianapolis, Indiana 46240

Attention: Property Manager –
Lake Pointe Center III and IV

17. Building Amenities. Landlord desires to offer certain amenities (“*Amenities*”) to the tenants of the Building, which as of the Effective Date include: (a) a fitness/health care facility (the “*Fitness Facility*”), which is located at the Building; and (b) a conference room, which is located at the Building. Such Amenities may also include Amenities located at the building known as Lake Pointe Centre IV on the adjacent land having the address of 8520 Allison Pointe Blvd., Indianapolis, Indiana 46205 (“*Lake Pointe IV*”). Notwithstanding the foregoing, Landlord shall have no obligation to provide the existing Amenities or any other Amenities and, if Landlord does provide any Amenities, Landlord shall have no obligation to continue the Amenities for the term of the Lease or for any particular period of time. To the extent that any Amenities are offered at the Building or at Lake Pointe IV, Tenant shall have the general and nonexclusive right, together with Landlord and the other tenants of the Building and Lake Pointe IV to use such Amenities subject to the terms and conditions of this Lease, and subject to any rules and regulations Landlord or the owner of Lake Pointe IV may impose governing the hours, access to and use of the Amenities.

18. Rules and Regulations. **Exhibit D** attached to the Original Lease is deleted in its entirety and replaced with the new **Exhibit D** attached hereto and incorporated herein.

19. Renewal Option.

19.1 Grant of Option and General Terms. Provided that (i) the Lease is in full force and effect, and (ii) no event of default shall exist under the Lease, either on the date Tenant exercises its Renewal Option (as defined in this **Section 19.1**) or as of the effective date of the Renewal Term (as defined in this **Section 19.1**) and that Tenant cures any other default that occurs between such dates within the applicable cure period provided under **Paragraph 19** of the Lease; Tenant shall have the option to extend the term of the Lease with respect to the entire Premises for one (1) additional period (the “*Renewal Option*”) of five (5) years (the “*Renewal Term*”) commencing on September 1, 2028, and expiring on August 31, 2033. The Renewal Option shall be subject to all of the terms and conditions contained in the Lease except that: (i) the Renewal Rent (as defined in **Section 19.3** of this Fifth Amendment) shall be at the then prevailing Market Rate (as defined in **Section 19.3** of this Fifth Amendment) on the commencement date of the Renewal Term; (ii) Landlord shall have no obligation to improve the Premises or provide any improvement allowance, except for any improvement allowance that is

offered as part of the Market Rate; and (iii) there shall be no further option to extend the term of this Lease beyond the Renewal Term.

19.2 Determination of Market Rate. Upon the written request of Tenant made on or before August 1, 2027, Landlord shall notify Tenant ("**Landlord's Rent Notice**") on or before August 31, 2027, of Landlord's estimate of the Renewal Rent to be payable by Tenant during the Renewal Term. If Tenant sends Landlord a preliminary expression of Tenant's willingness to exercise the Renewal Option no later than November 30, 2027 (the "**Renewal Notice**"), Landlord shall notify Tenant ("**Landlord's Response**") on or before March 31, 2028, of the Renewal Rent to be payable by Tenant during the Renewal Term; provided, however, if Landlord was required to provide Landlord's Rent Notice, then the Renewal Rent shall be the same as the estimate of the Renewal Rent set forth in Landlord's Rent Notice. If, and only if, Landlord did not provide a Landlord's Rent Notice, then upon receipt of Landlord's Response, Tenant shall thereafter have the right, exercisable by written notice to Landlord on or before ten (10) business days after Landlord's delivery of Landlord's Response to reject Landlord's Response, in which event this **Section 19** shall be null and void in all respects and Tenant shall vacate and surrender the Premises to Landlord in accordance with the Lease upon expiration of the Extension Term. In the event (a) Landlord provided Landlord's Rent Notice and Tenant timely delivered the Renewal Notice or (b) Landlord did not provide Landlord's Rent Notice and Tenant fails to reject Landlord's Response on or before the expiration of such 10-business day period, then it shall be conclusively deemed that Tenant shall have irrevocably exercised its Renewal Option under this **Section 19** for the Renewal Rent stated in Landlord's Rent Notice or Landlord's Response, as applicable. In the event any date referenced in this **Section 19** falls on a day other than a business day, such date shall be deemed to be the next following business day.

19.3 Renewal Rent. The "**Renewal Rent**" for the Renewal Term shall be an amount equal to the prevailing Market Rate. As used herein "**Market Rate**" shall mean the then prevailing market rate for full service base rent for tenants of comparable quality for renewal leases in buildings of comparable size, age, use, location and quality in the Keystone and Castleton submarkets, taking into consideration the extent of the availability of space as large as the Premises in the marketplace and all other economic terms (including tenant improvement allowances) then customarily prevailing in such renewal leases in said marketplace.

19.4 Personal Option. This Renewal Option is personal with respect to Liquid Transport, LLC and any Successor Tenant satisfying the requirements of **Paragraph 11.C** of the Lease. Any assignment or subletting other than an assignment or subletting made in compliance with **Paragraph 11.C** of the Lease shall automatically terminate Liquid Transport, LLC's rights hereunder. Time is of the essence with respect to the provisions of this **Section 19**.

20. Right of First Refusal.

20.1 Granting of Right. Tenant shall have a one-time right of first refusal (the "**Right of First Refusal**") through December 31, 2020 ("**ROFR Expiration Date**") to lease space located on the fourth floor of the Building (the "**Right of First Refusal Space**") upon the terms and conditions set forth in this **Section 20**. Tenant's Right of First Refusal is expressly subject and subordinate to any rights of first offer, rights of first refusal, or other expansion rights of other tenants of the Building existing as of the Effective Date, as well as the right of Landlord to renew or extend the term of any current lease or sublease of any tenant, subtenant or other occupant of any Right of First Refusal Space existing as of the Effective Date (whether or not the renewal or extension is on the exact terms contained in such tenant's lease or consummated pursuant to a

lease amendment or a new lease and regardless of whether such lease or sublease contained a written renewal option).

20.2 Landlord's Notice. If Landlord receives a bona fide written proposal on or before the ROFR Expiration Date to lease any Right of First Refusal Space that is acceptable to Landlord, in Landlord's sole but commercially reasonable discretion (the "**Proposal**"), Landlord shall notify Tenant of such Proposal in writing ("**Landlord's Notice**"), which Landlord's Notice shall set forth the applicable portion of the Right of First Refusal Space covered by the Proposal. Tenant shall have a period of ten (10) business days from the date of Landlord's Notice to notify Landlord whether Tenant elects to exercise its Right of First Refusal to lease all of the Right of First Refusal Space or the portion of the Right of First Refusal Space set forth in Landlord's Notice upon the exact terms and conditions set forth in this **Section 20** ("**Expansion Terms**"). Notwithstanding the foregoing, with respect to any Proposal for Right of First Refusal Space, Landlord shall only be obligated to deliver a Landlord's Notice, and Tenant shall only have a Right of First Refusal with respect to the applicable Right of First Refusal Space, if the Proposal covers only all or a portion of the Right of First Refusal Space and no other space within the Project (as defined in **Exhibit D** of this Fifth Amendment) in addition thereto. As used in this **Section 20**, "**Expansion Terms**" means all of the terms and conditions contained in the Lease shall apply to any Right of First Refusal Space leased by Tenant pursuant to this **Section 20**, except that (a) the commencement date with respect to the Right of First Refusal Space ("**ROFR Commencement Date**") shall be the later of thirty (30) days after the date Landlord delivers the Landlord's Notice to Tenant and the commencement date in the Proposal that is set forth in Landlord's Notice; (b) the rentable square feet of the Premises shall be increased to include the rentable square feet contained in the Right of First Refusal Space leased by Tenant pursuant to this **Section 20**; (c) the Base Rent for the Premises shall be increased based on the product of the rentable square feet contained in such Right of First Refusal Space multiplied by (i) \$19.50 for the period commencing on the ROFR Commencement Date and ending on August 31, 2023, and (ii) \$22.00 for the period commencing on September 1, 2023 and ending on August 31, 2028, payable in equal monthly installments (prorated for any partial months on the basis of a 30-day month) as provided in the Lease; (d) Tenant's proportionate share shall be recalculated in accordance with **Paragraph 25.J** of the Lease based upon the total rentable square feet contained in the Premises, as adjusted to include the rentable square feet in the Right of First Refusal Space leased by Tenant pursuant to this **Section 20**; and (e) Tenant shall receive an allowance ("**ROFR Tenant Work Allowance**") in an amount equal to the product of the rentable square feet in the applicable Right of First Refusal Space leased by Tenant pursuant to this **Section 20** multiplied by (i) \$28.00 and (ii) a fraction equal to the total number of full calendar months contained in the term of the Lease with respect to such Right of First Refusal Space divided by 128 months. The ROFR Tenant Work Allowance shall be available to Tenant only for alterations to the interior of the Premises, which are performed and completed in accordance with **Paragraph 7** of the Lease and in accordance with the same terms that apply to the Tenant Work and Tenant Work Allowance pursuant to **Section 9.3** of this Fifth Amendment, except that Tenant shall not be permitted to use the ROFR Tenant Work Allowance for any Rent Credit and the Allowance Deadline with respect to the ROFR Tenant Work Allowance shall be the date that is twelve (12) months after the applicable ROFR Commencement Date. Without limitation to the foregoing, in accordance with the Expansion Terms, (i) the term of the Lease with respect to Right of First Refusal Space shall be coterminous with the Extension Term, expiring on August 31, 2028, or, if Tenant exercises the Renewal Option pursuant to **Section 19**, then expiring on August 31, 2033; and (ii) the base year with respect to the Right of First Refusal Space shall be the calendar year 2018.

20.3 Exercise of Right of First Refusal. If Tenant fails to give any notice to Landlord of Tenant's election, or refusal, to exercise the Right of First Refusal within the required ten (10) business-day period, Tenant shall be deemed to have refused to exercise its Right of First Refusal with respect to the Right of First Refusal Space. If Tenant refuses to exercise its Right of First Refusal with respect to any of the Right of First Refusal Space, either by giving written notice of refusal or failing to timely give notice of exercise, Landlord shall thereafter have the right to lease such Right of First Refusal Space to a third party without regard to the Right of First Refusal and Tenant's Right of First Refusal with respect to all of the Right of First Refusal Space shall automatically cease and forever terminate. Without limitation to the foregoing, provided that the Right of First Refusal Space is vacant and is not subject to a then existing lease or sublease or any other rights as provided in Section 20.1, Tenant's Right of First Refusal has not terminated as provided in this Section 20.3, and that Landlord has not previously delivered any Landlord's Notice to Tenant pursuant to this Section 20, Tenant may exercise its Right of First Refusal by delivering notice ("*Expansion Notice*") to Landlord that Tenant is exercising its right to lease the entire Right of First Refusal Space pursuant to the Expansion Terms, except that the ROFR Commencement Date in such case shall be thirty (30) days after Tenant's delivery of the Expansion Notice.

20.4 Lease Amendment. If Tenant exercises its Right of First Refusal to lease any portion of the Right of First Refusal Space pursuant to this Section 20, Landlord and Tenant shall, within ten (10) business days after Tenant exercises its Right of First Refusal, execute an amendment to the Lease with respect to such portion of the Right of First Refusal Space leased on the Expansion Terms. Except as expressly provided in the Expansion Terms, Tenant shall accept any Right of First Refusal Space in its "*AS IS*" condition as of the date of any election to lease such Right of First Refusal Space hereunder.

20.5 Conditions Precedent. Notwithstanding anything to the contrary in the Lease, Tenant's Right of First Refusal and Landlord's obligation to deliver Landlord's Notice is expressly subject to the following conditions precedent: (i) the Lease is in full force and effect; (ii) no event of default shall exist under this Lease, either on the date Tenant exercises its Right of First Refusal or as of the date possession of such Right of First Refusal Space is delivered to Tenant and that Tenant cures any other default that occurs between such dates within the applicable cure period provided under **Paragraph 19** of the Lease; and (iii) the ROFR Expiration Date has not occurred prior to the date on which Landlord receives the Proposal or Tenant delivers any Expansion Notice.

20.6 Holdover. Landlord shall not be liable for the failure to give possession of any Right of First Refusal Space to Tenant by reason of the unauthorized holding over or retention of possession by any other tenant or occupant thereof, and no such failure shall impair the validity of this Lease or extend the term thereof.

20.7 Personal Option. The Right of First Refusal is personal with respect to Liquid Transport, LLC and any Successor Tenant satisfying the requirements of **Paragraph 11.C**. Any assignment or subletting other than an assignment or subletting made in compliance with **Paragraph 11.C** shall automatically terminate Liquid Transport, LLC's rights hereunder. Time is of the essence with respect to the provisions of this Section 20.

21. Financial Statements. Within fifteen (15) days after Landlord's request, Tenant will furnish Tenant's and, if an uncured event of default exists on the date of Landlord's request, the undersigned Guarantors', most recent audited financial statements (including any notes to them) to

Landlord, or, if no such audited statements have been prepared, such other financial statements (and notes to them) as may have been prepared by an independent certified public accountant, or, failing those, Tenant's and Guarantors' internally prepared financial statements, certified by Tenant and Guarantors, as applicable. Notwithstanding the foregoing, so long as Liquid Transport, LLC is the Tenant under this Lease, Tenant, in its sole discretion, may elect to satisfy the foregoing obligation by making available to meet and discuss in person (or, at Landlord's option, by telephone) with Landlord one or more officers of Tenant and the applicable Guarantor, as mutually acceptable to Landlord and Tenant who has primary responsibility for, and significant knowledge, of Tenant's and Guarantors' business, as applicable, operational and financial matters (each a "**Financial Officer**"). Each such Financial Officer shall answer in reasonable detail the reasonable questions of Landlord regarding such matters and shall meet with Landlord at a mutually acceptable time within thirty (30) days after Landlord's request; provided, however, Landlord shall not be entitled to more than one (1) such meeting with Tenant's Financial Officer and the applicable Guarantor's Financial Officer in a consecutive 12-month period, plus such additional meetings as are requested by Landlord following an event of default by Tenant or in connection with Landlord's proposed sale or financing of the Building or the Property or Landlord's ownership interest therein. If requested by Tenant or a Guarantor, as applicable, Landlord shall execute Landlord's form nondisclosure agreement or another mutually acceptable form nondisclosure agreement that requires Landlord to keep confidential any non-public, proprietary, confidential financial information disclosed by Tenant or the applicable Guarantor pursuant to this **Section 21** and designated by Tenant or such Guarantor as confidential in accordance with commercially reasonable terms that are mutually acceptable to Landlord and Tenant or the applicable Guarantor. Notwithstanding anything to the contrary in this **Section 21**, for purposes of clarification, Tenant shall only be obligated to comply with Landlord's request for the financial statements of a Guarantor or, at Tenant's election, meeting with a Guarantor's Financial Officer in lieu thereof as contemplated by this **Section 21**, if an uncured event of default by Tenant exists on the date that Landlord makes such request or if a Guarantor is dissolved, liquidated, merged or consolidated into another entity or otherwise ceases to exist ("**Guarantor Event**"). Tenant shall promptly notify Landlord upon the occurrence of any Guarantor Event, which at Landlord's election, may be deemed an event of default.

22. **HVAC.** The heating, ventilation, and air conditioning system ("**HVAC System**") servicing the Premises shall operate and maintain normal temperature within the Premises in accordance with the terms of the Lease during Normal Business Hours (as defined in **Exhibit D** to this Fifth Amendment)); provided, however, Landlord and Tenant acknowledge and agree that Landlord has the option under **Paragraph 8** of the Lease to operate the HVAC System during Normal Business Hours on Saturdays ("**Saturday Business Hours HVAC Use**"), subject to the terms set forth in this **Paragraph 22**. Notwithstanding anything to the contrary in **Paragraph 8** of the Lease, if Tenant desires Saturday Business Hours HVAC Use or to use the HVAC System servicing the Premises during any time not during Normal Business Hours ("**After-Hours HVAC Use**"), then Landlord shall furnish such service to Tenant provided that (a) with respect to Saturday Business Hours HVAC Use, Tenant delivers Landlord written notice before 3:00 p.m. local time on the Friday before Tenant desires Saturday Business Hours HVAC Use; and (b) with respect to After-Hours HVAC Use, Tenant delivers Landlord written notice at least twenty-four (24) hours in advance of such After-Hours HVAC Use. Landlord shall not charge Tenant for any Saturday Business Hours HVAC Use, but Landlord's initial charge for After-Hours HVAC Use shall be \$45.00 per hour per floor, subject to annual increases upon Landlord's delivery of written notice to Tenant. Landlord shall bill all charges in connection with such After-Hours HVAC Use directly to Tenant on a monthly basis. Tenant shall reimburse Landlord in full within thirty (30) days of receipt of bill. Tenant's obligations with respect to such After-Hours HVAC Use shall be in addition to, and not in lieu of, its obligation to pay its proportionate share of the Operating Costs for the Building in accordance with **Paragraph 5** of the Lease.

23. Authority. Tenant and Landlord each hereby represent to each other that such representing party has full power and authority to enter into this Fifth Amendment and that the undersigned officer is duly authorized to execute this Fifth Amendment on behalf of said party. If requested by Landlord, Tenant shall provide Landlord with copies of Tenant's organizational documents, an incumbency certificate certifying to the above and minutes certified by an authorized representative of Tenant as being true, correct, and complete, as may be reasonably required, to demonstrate that this Fifth Amendment is binding upon and enforceable against Tenant.

24. Options. Except for the Renewal Option set forth in **Section 19** and the Right of First Refusal set forth in **Section 20**, Landlord and Tenant acknowledge and agree that Landlord has not granted Tenant (i) any rights of first refusal; (ii) any expansion rights; (iii) any rights of first offer; (iv) any rights to cancel or terminate the Lease as to all or any portion of the Premises; or (v) any options to renew or extend the term of the Lease as to any of the Premises for any period after or beyond the expiration of Extension Term.

25. Brokerage. Except for Jones Lang LaSalle Brokerage, Inc. ("**Landlord's Broker**") and CBRE, Inc. ("**Tenant's Broker**"), Tenant and Landlord each agree to indemnify and hold the other harmless of and from any and all loss, costs, damages or expenses (including, without limitation, all attorneys' fees and disbursements) by reason of any claim of or liability to any broker or person claiming through the indemnifying party and arising out of or in connection with the negotiation, execution and delivery of this Fifth Amendment. Landlord's Broker and Tenant's Broker will be compensated by Landlord pursuant to the terms of a separate agreement.

26. Counterclaims. As of the date of Tenant's execution and delivery of this Fifth Amendment, Tenant hereby confirms that to the best of Tenant's knowledge, Tenant has no offsets, counterclaims or defenses to its performance of the terms and provisions of the Lease, including the payment of rent, and there exist no events which would constitute a default by Landlord or the basis for such offsets, counterclaims, or defenses against Landlord upon the lapse of time or the giving of notice or both. As of the date of Landlord's execution and delivery of this Fifth Amendment, Landlord hereby confirms that to the best of Landlord's knowledge, Landlord has no counterclaims or defenses to its performance of the terms and provisions of the Lease, and there exist no events which would constitute a default by Tenant or the basis for such counterclaims, or defenses against Tenant upon the lapse of time or the giving of notice or both.

27. Continued Effect. Except as otherwise provided in this Fifth Amendment, all other provisions of the Lease shall remain unmodified and in full force and effect, and the Lease is hereby ratified and affirmed.

28. Multiple Counterparts. This Fifth Amendment may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Fifth Amendment may be executed by a party's signature transmitted by e-mail, and copies of this Fifth Amendment executed and delivered by means of e-mailed signatures shall have the same force and effect as copies hereof executed and delivered with original signatures. All parties hereto may rely upon e-mailed signatures as if such signatures were originals. All parties hereto agree that an e-mailed signature page may be introduced into evidence in any proceeding arising out of or related to this Fifth Amendment as if it were an original signature page.

29. Anti-Terrorism. Tenant and Landlord covenant to each other that (i) neither it nor any of its owners or affiliates currently are, or shall be at any time during the term hereof, in violation of any laws relating to terrorism or money laundering (collectively, the "**Anti-Terrorism Laws**"), including,

without limitation, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and regulations of the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) related to Specially Designated Nationals and Blocked Persons (SDN's OFAC Regulations), and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56) (the "**USA Patriot Act**"); and (ii) neither it nor any of its owners, affiliates, investors, officers, directors, employees, vendors, subcontractors or agents is or shall be during the term of the Lease a "**Prohibited Person**" which is defined as follows: (1) a person or entity owned or controlled by, affiliated with, or acting for or on behalf of, any person or entity that is identified as an SDN on the then-most current list published by OFAC at its official website, <http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf>, or at any replacement website or other replacement official publication of such list, and (2) a person or entity who is identified as or affiliated with a person or entity designated as a terrorist, or associated with terrorism or money laundering pursuant to regulations promulgated in connection with the USA Patriot Act.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, this Fifth Amendment has been executed as of the Effective Date.

TENANT:

LIQUID TRANSPORT, LLC,
an Indiana limited liability company

By: 
Name: A. Keith Lewis
Title: President
Date: 5/18/17

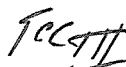
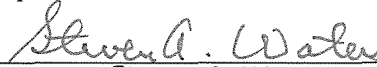
LANDLORD:

LAKE POINTE TENANT, LLC,
a Delaware limited liability company

By: US RELP AKC, LLC, a Delaware limited liability company, its sole managing member

By: US Real Estate Limited Partnership, a Texas limited partnership, its sole member

By: USAA Real Estate Company, a Delaware corporation, its sole general partner

 By: 
Name: Steven A. Waters
Title: SECRETARY
Date: 5/25/17

[GUARANTOR ACKNOWLEDGEMENTS TO FOLLOW ON NEXT PAGE]

GUARANTOR ACKNOWLEDGEMENTS OF FIFTH AMENDMENT

The undersigned Guarantor, executes this Fifth Amendment for purposes of consenting to the terms contained in this Fifth Amendment and confirming that the Guaranty dated January 25, 2006, remains unmodified and is in full force and effect and binding on Guarantor.

GUARANTOR:

DANA TRANSPORT, INC.,
a New Jersey corporation

By: Maria L. Cohen
Name: Maria L. Cohen
Title: Corporate Director
Date: 05/18/17

The undersigned Guarantor, executes this Fifth Amendment for purposes of consenting to the terms contained in this Fifth Amendment and confirming that the Guaranty dated January 25, 2006, remains unmodified and is in full force and effect and binding on Guarantor.

GUARANTOR:

INTERNATIONAL EQUIPMENT LOGISTICS, INC.,
a Puerto Rico corporation

By: Deborah Lane
Name: DEBORAH LANE
Title: CONTROLLER
Date: 5-18-17

The undersigned Guarantor, executes this Fifth Amendment for purposes of consenting to the terms contained in this Fifth Amendment and confirming that the Guaranty dated January 25, 2006, remains unmodified and is in full force and effect and binding on Guarantor.

GUARANTOR:

DANA CONTAINER, INC.,
a New Jersey corporation

By: Maria L. Cohen
Name: Maria L. Cohen
Title: Corporate Director
Date: 05/18/17

EXHIBIT D

Rules and Regulations

1. No part or the whole of the sidewalks, plaza areas, entrances, passages, courts, elevators, vestibules, stairways, corridors or halls of the Building or Property ("**Project**") shall be obstructed or encumbered by Tenant or used for any purpose other than ingress and egress to and from the Premises. Tenant shall not have access to the roof of the Building, unless accompanied by a representative of Landlord.

2. No equipment, furnishings, personal property or fixtures shall be placed on any balcony of the Building without first obtaining Landlord's written consent. No awnings or other projections shall be attached to the exterior walls of the Building. No skylight, window, door or transom of the Building shall be covered or obstructed by Tenant, and no window shade, blind, curtain, screen, storm window, awning or other material shall be installed or placed on any window or in any window of the Premises except as approved in writing by Landlord. If Landlord has installed or hereafter installs any shade, blind or curtain in the Premises, Tenant shall not remove the same without first obtaining Landlord's written consent thereto.

3. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the common area.

4. Tenant shall not place or permit its officers, partners, members, owners, directors, employees, agents, licensees, contractors, customers and invitees (to the extent customers and invitees are under the principal's control or direction) ("**Agents**") to place any trash or other objects anywhere within the Project (other than within the Premises) without first obtaining Landlord's written consent.

5. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish bags or other substances (including, without limitation, coffee grounds) shall be thrown therein.

6. Tenant shall not mark, paint, drill into or in any way deface any part of the Project or the Premises. No boring, cutting or stringing of wires shall be permitted.

7. No cooking shall be done or permitted in the Building by Tenant or its Agents except that Tenant may install and use microwave ovens. Tenant shall not cause or permit any unusual or objectionable odors to emanate from the Premises.

8. The Premises shall not be used for the manufacturing or storage of merchandise.

9. Tenant shall not make or permit any unseemly or disturbing noises or disturb or interfere with other tenants or occupants of the Project or neighboring buildings or premises by the use of any musical instrument, radio, television set, other audio device, unmusical noise, whistling, singing or in any other way.

10. Nothing shall be thrown out of any doors, windows or skylights or down any passageways.

11. No additional locks or bolts of any kind shall be placed upon any of the doors or windows of the Premises, nor shall any changes be made in locks or the mechanism thereof without prior

notice to and the approval of Landlord. Tenant shall, upon the termination of its Lease, return to Landlord all keys to the Premises and other areas furnished to, or otherwise procured by, Tenant. In the event of the loss of any such keys or card keys, as applicable, Tenant shall pay Landlord the cost of replacement keys.

12. Tenant shall not use or occupy or permit any portion of the Premises to be used or occupied as a call center, as an employment bureau or for the storage, manufacture or sale of liquor, narcotics or drugs. Tenant shall not engage or pay any employees in the Building except those actually working for Tenant in the Building, and Tenant shall not advertise for non-clerical employees giving the Building as an address. The Premises shall not be used, or permitted to be used, for lodging or sleeping or for any immoral or illegal purpose.

13. Landlord reserves the right to control and operate the common area in such manner as it deems best for the benefit of the Project tenants. Landlord may exclude from all or a part of the common area at all hours, other than during Normal Business Hours, all unauthorized persons. "Normal Business Hours" shall be deemed to be between the hours of 8:00 A.M. and 6:00 P.M. Monday through Friday and between the hours of 8:00 A.M. and 1:00 P.M. Saturday, but excluding Building holidays. Tenant shall be responsible for all visitors, invitees, agents and employees of Tenant who enter the Building and Project on Building holidays and during other than Normal Business Hours and shall be liable to Landlord for all acts of such persons.

14. Tenant shall have the responsibility for the security of the Premises and, before closing and leaving the Premises at any time, Tenant shall see that all entrance doors are locked and all lights and office equipment within the Premises are turned off, and Landlord shall have no responsibility relating thereto. Landlord will not be responsible for any lost or stolen personal property, equipment, money or jewelry from Tenant's area or common areas regardless of whether such loss occurs when the area is locked against entry or not.

15. Requests and requirements of Tenant shall be attended to only upon application at the office of Landlord. Project employees shall not be required to perform any work outside of their regular duties unless under specific instructions from Landlord.

16. Vending, canvassing, soliciting and peddling in the Building are prohibited, and Tenant shall cooperate in seeking their prevention.

17. In connection with the delivery or receipt of merchandise, freight or other matter, no hand trucks or other means of conveyance shall be permitted, except those equipped with rubber tires, rubber side guards or such other safeguards as Landlord may require.

18. No animals of any kind shall be brought into or kept about the Building by Tenant or its Agents, except service dogs meeting the requirements of the Americans With Disabilities Act of 1990, as amended from time to time, Public Law 101-336; 42 U.S.C. §§12101, et seq., who are individually trained to do work or perform tasks for the benefit of an individual with a disability.

19. No vending machines shall be permitted to be placed or installed in any part of the Project by Tenant without the permission of Landlord. Landlord reserves the right to place or install vending machines in the Project (other than in the Premises).

20. Tenant shall not allow in the Premises, on a regular basis, more than one person one person for each one hundred eighty-five (185) rentable square feet of the Premises ("**Occupant Density**");

provided, however, without limitation to Tenant's obligations under **Paragraphs 7, 9.B and 9.C** of the Lease, Tenant shall be responsible at its sole cost and expense (i) for obtaining any and all permits necessary in connection with its Occupant Density and (ii) for compliance with all governmental laws, ordinances, orders, rules, and regulations related to its Occupant Density.

21. So that the Building may be kept in a good state of cleanliness, Tenant shall permit only Landlord's employees and contractors to clean its Premises unless prior thereto Landlord otherwise consents in writing. Tenant shall provide adequate waste and rubbish receptacles, cabinets, bookcases, map cases, etc. necessary to prevent unreasonable hardship to Landlord in discharging its obligation regarding cleaning service.

22. Tenant shall keep the windows and doors of the Premises (including, without limitation, those opening on corridors and all doors between any room designed to receive heating or air conditioning service and room(s) not designed to receive such service) closed while the heating or air conditioning system is operating in order to minimize the energy used by, and to conserve the effectiveness of, such systems.

23. The elevator designated for freight by Landlord will be available for use by all tenants in the Building during the hours and pursuant to such procedures as Landlord may determine from time to time. The persons employed to move Tenant's equipment, material, furniture or other property in or out of the Building must be acceptable to Landlord. The moving company must be a locally recognized professional mover, whose primary business is the performing of relocation services, and must be bonded and fully insured. A certificate or other verification of such insurance must be received and approved by Landlord prior to the start of any moving operations. Insurance must be sufficient in Landlord's sole opinion, to cover all personal liability, theft or damage to the Project, including, but not limited to, floor coverings, doors, walls, elevators, stairs, foliage and landscaping. Special care must be taken to prevent damage to foliage and landscaping during adverse weather. All moving operations will be conducted at such times and in such a manner as Landlord will direct, and all moving will take place during non-business hours unless Landlord agrees in writing otherwise. Tenant will be responsible for the provision of Building security during all moving operations, and will be liable for all losses and damages sustained by any party as a result of the failure to supply adequate security. Landlord will have the right to prescribe the weight, size and position of all equipment, materials, furniture or other property brought into the Building. Heavy objects will, if considered necessary by Landlord, stand on wood strips of such thickness as is necessary properly to distribute the weight. Landlord will not be responsible for loss of or damage to any such property from any cause, and all damage done to the Building by moving or maintaining such property will be repaired at the expense of Tenant. Landlord reserves the right to inspect all such property to be brought into the Building and to exclude from the Building all such property which violates any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part. Supplies, goods, materials, packages, furniture and all other items of every kind delivered to or taken from the Premises will be delivered or removed through the entrance and route designated by Landlord, and Landlord will not be responsible for the loss or damage of any such property unless such loss or damage results from the negligence of Landlord or its Agents.

24. A directory of the Building will be provided for the display of the name and location of tenants only and such reasonable number of the principal officers and employees of tenants as Landlord in its sole discretion approves, but Landlord will not in any event be obligated to furnish more than one (1) directory strip for each 2,500 square feet of Rentable Area in the Premises. Any additional name(s) which Tenant desires to place in such directory must first be approved by Landlord, and if so approved, Tenant will pay to Landlord a charge, set by Landlord, for each such additional name. All entries on the

building directory display will conform to standards and style set by Landlord in its sole discretion. Space on any exterior signage will be provided in Landlord's sole discretion.

25. Neither Landlord nor any operator of the parking areas, lots or structures and related facilities on the Property ("**Parking Facilities**") within the Project, as the same are designated and modified by Landlord, in its sole discretion, from time to time will be liable for loss of or damage to any vehicle or any contents of such vehicle or accessories to any such vehicle, or any property left in any of the Parking Facilities, resulting from fire, theft, vandalism, accident, conduct of other users of the Parking Facilities and other persons, or any other casualty or cause. Further, Tenant understands and agrees that: (i) Landlord will not be obligated to provide any traffic control, security protection or operator for the Parking Facilities; (ii) Tenant uses the Parking Facilities at its own risk; and (iii) Landlord will not be liable for personal injury or death, or theft, loss of or damage to property.

26. Tenant (including Tenant's Agents) will use the Parking Facilities solely for the purpose of parking passenger model cars, small vans and small trucks and will comply in all respects with any rules and regulations that may be promulgated by Landlord from time to time with respect to the Parking Facilities. The Parking Facilities may be used by Tenant or its Agents for occasional overnight parking of vehicles. Tenant will ensure that any vehicle parked in any of the Parking Facilities will be kept in proper repair and will not leak excessive amounts of oil or grease or any amount of gasoline. If any of the Parking Facilities are at any time used: (i) for any purpose other than parking as provided above; (ii) in any way or manner reasonably objectionable to Landlord; or (iii) by Tenant after default by Tenant under the Lease, Landlord, in addition to any other rights otherwise available to Landlord, may consider such default an event of default under the Lease.

27. Tenant's right to use the Parking Facilities will be in common with other tenants of the Project and with other parties permitted by Landlord to use the Parking Facilities. Landlord reserves the right to assign and reassign, from time to time, particular parking spaces for use by persons selected by Landlord provided that Tenant's rights under the Lease are preserved. Landlord will not be liable to Tenant for any unavailability of Tenant's designated spaces, if any, nor will any unavailability entitle Tenant to any refund, deduction, or allowance. Tenant will not park in any numbered space or any space designated as: RESERVED, HANDICAPPED, VISITORS ONLY, or LIMITED TIME PARKING (or similar designation).

28. If the Parking Facilities are damaged or destroyed, or if the use of the Parking Facilities is limited or prohibited by any governmental authority, or the use or operation of the Parking Facilities is limited or prevented by strikes or other labor difficulties or other causes beyond Landlord's control, Tenant's inability to use the Parking Facilities will not subject Landlord or any operator of the Parking Facilities to any liability to Tenant and will not relieve Tenant of any of its obligations under the Lease and the Lease will remain in full force and effect.

29. Tenant has no right to assign or sublicense any of its rights in the Parking Facilities, except as part of a permitted assignment or sublease of the Lease.

30. Tenant shall cooperate with Landlord in keeping its Premises neat and clean.

31. Smoking of cigarettes, pipes, cigars or any other substance is prohibited at all times within the Premises, elevators, common area restrooms and any other interior common area of the Building or Project.

32. If required by Landlord, each tenant is required to participate in the Building's recycling or other trash management program. This includes compliance with all instructions from the Building's recycling or other vendor which Landlord shall distribute to each tenant from time to time. Each tenant shall store all trash and garbage within its premises or in such other areas specifically designated by Landlord. No materials shall be placed in the trash boxes or receptacles in the Building unless such materials may be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage and will not result in a violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be only through entryways and elevators provided for such purposes and at such times as Landlord shall designate.

33. These Rules and Regulations are in addition to, and shall be construed to modify and amend the terms, covenants, agreements and conditions of the Lease; provided, however, in the event of any inconsistency between the terms and provisions of the Lease and the terms and provisions of these Rules and Regulations, the terms and provisions of the Lease shall control.

34. Tenant shall give Landlord prompt notice of any accidents to or defects in the water pipes, gas pipes, electric lights and fixtures, heating apparatus, or any other service equipment.

35. Tenant and its Agents shall not bring into the Building or keep on the Premises any bicycle or other vehicle without the written consent of Landlord.

36. Landlord reserves the right to amend these Rules and Regulations and to make such other and further reasonable Rules and Regulations as, in its judgement may from time to time be needed and desirable.

37. Tenant will refer all contractors, contractors' representatives and installation technicians rendering any service for Tenant to Landlord for Landlord's supervision and/or approval before performance of any such contractual services. This shall apply to all work performed in the Building, including, but not limited to, installation of telephones, telegraph equipment, electrical devices and attachments, and installations of any and every nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the Building. None of this work will be done by Tenant without first obtaining Landlord's written approval.