

TENANT ESTOPPEL CERTIFICATE

The undersigned hereby certifies to LAKE POINTE SUB-TENANT, LLC, a Delaware limited liability company ("**Landlord**"), DRA FUND IX, LLC, a Delaware limited liability company ("**Purchaser**"), its successors and assigns, and the Secured Parties (as hereinafter defined), as an inducement for Purchaser to purchase the real property commonly known as Lake Pointe Center III and IV located in Indianapolis, Indiana, as follows:

1. The undersigned is the Tenant under the terms of that certain Lease Agreement, dated May 1, 2001, by and between the undersigned and Lake Pointe Sub-Tenant, LLC, as successor in interest to Sun Life Assurance Company of Canada, successor in interest to E-L Allison Pointe II, LLP, as Landlord (the "**Lease**"), as the Lease has been amended as listed in Section 2 hereof, for the lease of 17,614 square feet of leased space in Lake Pointe Center III, located at 8470 Allison Pointe Blvd., Indianapolis, Indiana (the "**Leased Premises**").

2. The Lease is comprised of the Lease, together with all amendments, guaranties, and agreements related thereto which are listed below, and is in full force and effect and has not been changed, modified, amended or supplemented, and Tenant's interest thereunder has not been assigned, encumbered or otherwise transferred, nor have the Leased Premises or any part thereof been sublet, except as set forth below:

(List any and all guaranties, work letters, letters of credit, commencement agreements and all other agreements affecting the Lease and all changes, modifications, amendments or supplements to the Lease and any and all assignments, encumbrances, transfers, subleases:)

- (a) Guaranty, January 25, 2005
- (b) Assignment and Assumption Agreement, January 26, 2006
- (c) Amendment to Lease Agreement, February 22, 2006
- (d) Second Amendment to Lease Agreement, October 1, 2009
- (e) Addendum to Lease (Third Amendment), February 15, 2011
- (f) Fourth Amendment to Lease, June 1, 2012
- (g) Fifth Amendment to Lease Agreement, May 25, 2017
- (h) Sixth Amendment to Lease, May 7, 2018.

3. The term of the Lease commenced on January 1, 2018 and expires on August 31, 2028, unless renewed in accordance with the renewal provisions of the Lease, if any.

4. All improvements to the Leased Premises required to be constructed by Landlord have been fully and satisfactorily completed by Landlord; all allowances and contributions, if any, payable by Landlord for Tenant's improvements (or for any other purpose) have been paid; and Tenant has accepted the Leased Premises, is in full possession thereof, and is actively conducting its business therein.

5. Tenant has last paid rent through September 30, 2018 and has not paid and will not in the future pay more than one month's rent in advance, unless provided for in the Lease.

6. Subject to the Rent Credit listed in Section 8 hereof, Tenant is currently paying monthly minimum rent under the Lease in the amount of \$28,622.76, which does not include Tenant's proportionate share of operating expenses, taxes, insurance and any other amounts or charges to be paid by Tenant under the Lease, if any.

7. Tenant's current monthly Operating Costs ("CAM") and Tax ("TAX") Contributions (as applicable, and as such terms may be defined in the Lease) is as follows: \$0.00 and has been paid through September 30, 2018. Except as specifically set forth below, neither Landlord nor Tenant is in default under the terms of the Lease and Tenant knows of no occurrence of any event which would constitute, or which, by the lapse of time, would constitute, an event of default by Landlord or Tenant under the terms of the Lease. Landlord and Tenant have each complied fully and completely with all of their respective covenants, warranties and other undertakings and obligations under the Lease to the date hereof, including, without limitation, the character and use of the Leased Premises, other improvements and common areas and all provisions for the maintenance and services under the Lease:

8. As of the date hereof, Tenant has no outstanding offsets or credits against, deductions from, or "free rent" period entitlements with respect to its future rent obligations, except as set forth below:

(a) \$326,587.12 Rent Credit (as defined in the Fifth Amendment to Lease Agreement) applicable now for unused Tenant Improvement Allowance.

9. Tenant has not paid Landlord any security deposit.

10. Except as set forth in the Lease, Tenant is not entitled to any termination options, purchase option, renewal options or expansion options or rights of first offer or refusal to purchase or lease under the Lease.

11. There are no actions, whether voluntary or otherwise, pending against Tenant under the bankruptcy, debtor reorganization, moratorium or similar laws of the United States, any state thereof or any other jurisdiction.

12. There are no agreements between Landlord and Tenant which are not reflected in the Lease and the Lease and amendments described in Section 2 hereof constitute the entire agreement between Landlord and Tenant.

13. The undersigned hereby acknowledges that Purchaser intends to purchase the Property in which the Leased Premises is a part, that Landlord will assign its interest in the Lease to Purchaser in connection with such purchase, and that Purchaser shall rely upon the certifications, acknowledgements and agreements contained in this Certificate in making such purchase. The undersigned also acknowledges that (i) Purchaser shall be party to a credit facility with one or more lenders, which credit facility may be agented by administrative and/or collateral agents (such lender or lenders, such agent or agents and each of the foregoing's respective successors and assigns, being hereinafter referred to collectively as the "**Secured**

Parties”) and which credit facility shall be secured by the Property in which the Leased Premises is a part in connection with a loan being made to Purchaser for such purchase, and (ii) the Secured Parties shall rely upon the certifications, acknowledgements and agreements contained in this Certificate in making such loan. The undersigned understands that in connection with such loan, Landlord’s interest in all rent and payments due under the Lease will be assigned to the Secured Parties pursuant to an assignment by Purchaser.

IN WITNESS WHEREOF, the undersigned has executed this Tenant Estoppel this 29th day of October, 2018.

LIQUID TRANSPORT, LLC,
an Indiana limited liability company

By: Deborah Lane
Name: DEBORAH LANE
Title: CONTROLLER

The undersigned Guarantor hereby acknowledges, agrees and confirms that its obligations under that certain Guaranty, dated January 25, 2006, continues unimpaired and in full force and effect, and continues to constitute the valid, binding and enforceable obligations of Guarantor, subject to no defense, setoff, counterclaim or deduction of any nature.

Guarantor

DANA TRANSPORT, INC.,
a New Jersey corporation

By: Maria Cohen
Name: Maria Cohen
Title: Dine Corporate Director