

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (this "Lease") is made effective as of 7/3, 2013 (the "Date of the Lease"), between the Landlord and Tenant named below.

OPERATIVE TERMS:

Landlord: Stepp/WCJ Investments, LLC, a Texas limited liability company

Landlord's Representative: Walt Jennings
Address and Phone: 2525 Ridgmar Blvd., Suite 400
Fort Worth, Texas 76116
817-368-2055

Tenant: RedAway, LLC, a Texas limited liability company
Tenant's Representative: Justin Smith
Address and Phone: 8117 Preston Road, Suite 300
Dallas, Texas 75225
502-457-9012

Property: The real property commonly known as or located at:
208 Sentry Dr
Mansfield, TX 76063

Building: The commercial building (or buildings) located at or on the Property.

Premises: That portion of the Building, containing approximately 15,880 rentable square feet, as shown on Exhibit A. At such time as the demising walls are constructed for the Premises, Landlord shall cause the rentable area of the Premises to be determined by a licensed architect, substantially in accordance with the "Standard Method for Measuring Floor Area in Office Buildings," promulgated by the American National Standards Institute, Inc. on June 7, 1996, and published by the Building Owners and Managers Association ("NNSI/BOMA Z65.1-1996" or the "Standard"), as the same may be revised, updated, modified, interpreted and applied in accordance with generally prevailing customary practices for commercial office warehouse buildings in the same area on or about the Date of the Lease and, upon such re-measurement, adjustments shall be made to those provisions in the Operative Terms based on square footage.

Commencement Date: Upon substantial completion of the Landlord Improvements described in Addendum 5, estimated to be within ninety (90) days after lease execution, but not earlier than ninety (90) days after the Date of the Lease.

Lease Term: Beginning on the Commencement Date and ending on the last day of the fifty-first (51) full calendar month thereafter.

Initial Monthly Rent: See Addendum 1 for complete rent schedule

Tenant's Proportionate Share of Property: 51.4%, being calculated as a fraction, the numerator of which is the number of square feet of rentable area of the Premises and the denominator of which is the number of square feet of rentable area of the Building.

Initial Estimated Gross Rent, including Monthly Operating Expense

(estimates only and subject to adjustments for actual costs and expenses according to this Lease):

\$5,822.67

Permitted Use: Office, warehouse and sterilization and/or processing and storage of medical and pathological waste and other waste related to medical (e.g., plastic utilized in a medical practice) in accordance with any and all applicable laws and regulatory approval by the City, County and State.

Security Deposit: \$6,087.33

Lease Attachments:

1. Rules and Regulations

Lease Addenda:

1. Gross Rent Adjustments
2. HVAC Maintenance Contract
3. Move Out Conditions
4. Renewal Options
5. Landlord Improvements and Tenant Fencing

Lease Exhibits:

- A. Site Plan; B. Lease Guaranty;
- C. Tenant Commencement Certificate

Guarantors: Robert Dobrient and Antal Desai

Tenant Broker: David Easterling
CBRE
2100 McKinney Avenue, Suite 700
Dallas, TX 75201

Landlord Broker: Jim Hazard
TCS Central Region GP, LLC dba Transwestern
5001 Spring Valley Rd
400W
Dallas, TX 75244

LEASE PROVISIONS:

1. **Granting Clause.** In consideration of the obligation of Tenant to pay rent as herein provided and in consideration of the other terms, covenants, and conditions hereof, Landlord leases to Tenant, and Tenant takes from Landlord, the Premises, to have and to hold for the Lease Term, subject to the terms, covenants and conditions of this Lease.

2. **Acceptance of Premises.** Subject to completion of improvements outlined in Addendum 5, Landlord Improvements, Tenant shall accept the Premises in its condition as of the Commencement Date, subject to all applicable laws, ordinances, regulations, covenants and restrictions. Landlord has made no representation or warranty as to the suitability of the Premises for the conduct of Tenant's business, and Tenant waives any implied warranty that the Premises are suitable for Tenant's intended purposes. Except as provided in Paragraph 10 or in Addendum 5, Landlord shall not have any obligation for any defects in the Premises. The taking of possession of the Premises shall be conclusive evidence that Tenant accepts the Premises and that the Premises were in good condition at the time possession was taken except for items that are Landlord's responsibility under Paragraph 10 or in Addendum 5 and any punchlist items agreed to in writing by Landlord and Tenant.

3. **Use.** The Premises shall be used only for the Permitted Use. Tenant shall not conduct or give notice of any auction, liquidation, or going out of business sale on the Premises. Tenant will use the Premises in a careful, safe and proper manner and will not commit waste, overload the floor or structure of the Premises or subject the Premises to use that would damage the Premises. Tenant shall not permit objectionable or unpleasant odors, smoke, dust, gas, noise, or vibrations to emanate from the Premises that would constitute a nuisance, or take any other action that would constitute a nuisance. Tenant may operate equipment in its business that creates vibrations and releases steam outside the Premises, provided that the same shall not constitute a nuisance, and shall satisfy all legal requirements. Outside storage, including without limitation, storage of trucks and other vehicles, is prohibited without Landlord's prior written consent, which shall not be unreasonably withheld, delayed or conditioned; provided, however, Tenant shall have the right to park operable vehicles and trailers overnight at the truck loading docks and designated truck and trailer parking areas (if any) for the Premises and operable automobiles in the designated automobile parking areas, and further provided there is no interference with the access of other tenants to the Building and Property parking lots and truck courts. Tenant, at its sole expense, shall use and occupy the Premises in compliance with all laws, including, without limitation, the Americans With Disabilities Act, orders, judgments, ordinances, regulations, codes, directives, permits, licenses, covenants and restrictions now or hereafter applicable to the Premises (collectively, "Legal Requirements"). The Premises shall not be used as a place of public accommodation under the Americans With Disabilities Act or similar state statutes or local ordinances or any regulations promulgated thereunder, all as may be amended from time to time. Except for any obligation of Landlord hereunder, Tenant shall, at its expense, make any alterations or modifications, within or without the Premises, that are required by Legal Requirements related to Tenant's specific use or occupation of the Premises. Tenant will not use or permit the Premises to be used for any purpose or in any manner that would void Tenant's or Landlord's insurance, increase the insurance risk, or cause the disallowance of any sprinkler credits. Landlord represents and warrants that Tenant's Permitted Use will not cause any Landlord's insurance to be void. If any increase in the cost of any insurance on the Premises or the Property is caused by Tenant's use or occupation of the Premises, or because Tenant vacates the Premises, then Tenant shall pay the amount of such increase to Landlord. Any occupation of the Premises by Tenant prior to the Commencement Date shall be subject to all obligations of Tenant under this Lease, except the obligation to pay Gross Rent (and any abated Gross Rent) shall not begin.

4. **Gross Rent.** Tenant shall pay Gross Rent in the amount set forth in Addendum 1. The first month's Gross Rent (following any abated rent period) and the Security Deposit, shall be due and payable on the Date of the Lease, and Tenant promises to pay to Landlord in advance, without demand, deduction or set-off, except as may be expressly provided otherwise in this Lease, monthly installments of Gross Rent on or before the first day of each calendar month succeeding any abated rent and prepaid rent period following the Commencement Date. Payments of Gross Rent for any fractional calendar month shall be prorated. All payments required to be made by Tenant to Landlord hereunder (or to such other party as Landlord may from time to time specify in writing) shall be made by check, or by Electronic Fund Transfer ("EFT") of immediately available federal funds before 5:00 p.m. Central Time at landlord's address or at such other place, within the continental United States, as Landlord may from time to time designate to Tenant in writing. The obligation of Tenant to pay Gross Rent and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations. Tenant shall have no right at any time to abate, reduce, or set-off any rent due hereunder except as may be expressly provided in this Lease. If Tenant is delinquent in any monthly installment of Gross Rent or of estimated Operating Expenses for more than 5 days, Tenant shall pay to Landlord on demand a late charge equal to five (5) percent of such delinquent sum. The provision for such late charge shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as a penalty or as interest. Notwithstanding the foregoing to the contrary, on the first occasions in each twelve (12) month period during the Lease Term, Tenant shall not be assessed a late charge unless Tenant fails to make payment within five (5) days after written notice from Landlord to Tenant of Tenant's failure to make a payment when due.

5. **Security Deposit.** The Security Deposit shall be held by Landlord as security for the performance of Tenant's obligations under this Lease. The Security Deposit is not an advance rental deposit or a measure of Landlord's damages in case of Tenant's default. Upon each occurrence of an Event of Default (hereinafter defined), Landlord may use all or part of the Security Deposit to pay delinquent payments due under this Lease, and the cost of any damage, injury, expense or liability caused by such Event of Default, without prejudice to any other remedy provided herein or provided by law. Tenant shall

pay Landlord on demand the amount that will restore the Security Deposit to its original amount. Landlord's obligation respecting the Security Deposit is that of a debtor, not a trustee; no interest shall accrue thereon. The Security Deposit shall be the property of Landlord, but any unapplied portion of the Security Deposit shall be paid to Tenant as required by the Texas Property Code. Landlord shall be released from any obligation with respect to the Security Deposit upon transfer of this Lease and the Premises to a person or entity assuming Landlord's obligations under this Paragraph 5.

6. **Operating Expense Payments.** During each month of the Lease Term, as part of Gross Rent, Tenant shall pay Landlord an amount equal to 1/12 of the annual cost, as estimated by Landlord from time to time, of Tenant's Proportionate Share (hereinafter defined) of Operating Expenses for the Property in excess of those Operating Expenses for the base year, provided that Gross Rent for calendar year 2013 shall be the Initial Estimated Gross Rent described above, which includes Operating Expenses for calendar year 2013 as the base year. Payments thereof for any fractional calendar month shall be prorated. Notwithstanding anything to the contrary, the Gross Rent for calendar year 2013 shall not increase for any adjustment of Operating Expenses to actual for calendar year 2013 following completion of calendar year 2013. In addition, and notwithstanding anything to the contrary, the base year for Taxes shall be 2014. Accordingly, apart from the portion of Gross Rent allocable to Taxes during calendar years 2013 and 2014, Tenant shall not pay for any increases in Taxes prior to calendar year 2015 and, then, with respect to any increase in Taxes, Tenant shall only pay for Tenant's Proportionate Share of the increase in Taxes over the 2014 base year. The term "Operating Expenses" means all reasonable costs and expenses incurred by Landlord with respect to the ownership, maintenance, and operation of the Property including, but not limited to costs of: Taxes (hereinafter defined) and fees payable to tax consultants (excluding any contingent fee payment) and attorneys for consultation and contesting taxes; insurance; shared utilities (excluding electric, gas and water which shall be separately metered to each tenant's premises, including the Premises); maintenance, repair and replacement of all portions of the Property, including without limitation, paving and parking areas, roads, non-structural components of the roofs (including the roof membrane), alleys, and driveways, mowing, landscaping, snow removal, exterior painting, utility lines, lighting, electrical systems and other mechanical and building systems (which systems serve the common areas); amounts paid to contractors and subcontractors for work or services performed in connection with any of the foregoing; charges or assessments of any association to which the Property is subject; property management fees payable to a property manager, including any affiliate of Landlord, or if there is no property manager, an administration fee of 4 percent of gross rental payable to Landlord; security services, if any; trash collection, sweeping and removal; and additions or alterations made by Landlord to the Property or the Building in order to comply with Legal Requirements enacted after the Commencement Date (other than those expressly required herein to be made by Tenant), provided that the cost of additions or alterations that are permitted hereunder shall be amortized on a straight line basis over a period equal to the useful life thereof for federal income tax purposes. Operating Expenses do not include the following:

(i) Costs incurred in connection with the construction or remodeling of the Building or any other improvements now or hereafter located on the Building, including construction or remodeling of improvements in the premises of the Building's tenants, correction of defects in design or construction, repairs, maintenance, and replacement parts beyond the scope of routine maintenance and repair, rental for equipment regularly used in connection with, or attached to, the Building, or any other costs required to be capitalized in accordance with generally accepted accounting principles, except those required by changes in the law, enacted after the Commencement Date of this Lease or changes intended to reduce Operating Expenses.

(ii) Interest, principal, or other payments on account of any indebtedness or that is secured by any encumbrance on any part of the Building, rental or other payments under any ground lease, or payments in the nature of returns on or of equity of any kind.

(iii) Special assessments, or any governmental charges for ad valorem taxes attributable to changes in use or facility expansions.

(iv) Landlord's overhead costs, including salaries, equipment, supplies, accounting and legal fees, rent and other occupancy costs, or any other costs associated with the operation and internal organization and function or administration of Landlord as a business entity.

(v) Any management or administrative fee in excess of four percent (4%) of the gross rentals received in the Building.

(vi) Fees or other costs for professional services provided by lawyers, space planners, architects, engineers, and other similar professional consultants, real estate commissions, and marketing and advertising expenses, to the extent any of the foregoing are related to a specific tenant or lease.

(vii) Late charges, interest, or penalties of any kind for late or other improper payments of any public or private obligation, including ad valorem taxes.

(viii) Costs of removing hazardous materials or of correcting any other conditions in order to comply with any law, ordinance or other governmental requirement (including, without limitation, any costs incurred to correct building code violations or access law violations, such as the Americans with Disabilities Act or Texas Architectural Barriers Act) that existed prior to the Commencement Date or were not caused by Tenant's specific use of the Building.

(ix) Costs for which Landlord is entitled to reimbursement from any source (other than tenants of the Property as reimbursement of Operating Expenses), including costs covered by proceeds of insurance, condemnation awards, or court judgments, amounts specifically billed to or payable by individual tenants, costs covered by any manufacturer's, contractor's, or other warranty, or any other cost for which Landlord is entitled to reimbursement.

(x) Costs for services furnished for any tenant other than Tenant to a materially greater extent or in a materially more favorable manner than furnished to tenants generally, or that are furnished on an exclusive basis to any one tenant or group of tenants.

(xi) Costs or other sums paid to an affiliate of Landlord or to any other party that may exceed the fair market price or cost generally payable for comparable goods or services in the vicinity of the Building.

(xiii) Costs allocated to reserves for replacements.

Notwithstanding anything to the contrary, the increase in Operating Expenses in any year, excluding only those for utilities, Taxes and casualty insurance premiums (after the exclusions, herein called "Controllable Operating Expenses"), shall not exceed ten cents (\$0.10) per square foot per annum (on a cumulative basis) over such charges for the prior year.

If the Building is not 95% occupied during any calendar year or partial calendar year or if Landlord is not supplying services to 95% of the total rentable square footage of the Building at any time during a calendar year or partial calendar year, Operating Expenses (excluding Taxes) shall be determined as if the Building had been 95% occupied and Landlord had been supplying services to 95% of the rentable square footage of the Building during that calendar year. The extrapolation of Operating Expenses (excluding Taxes) under this Section shall be performed by Landlord by adjusting the cost of those components of Operating Expenses (excluding Taxes) that are impacted by changes in the occupancy of the Building.

Landlord agrees to maintain books and records reflecting amounts expended for Operating Expenses in accordance with generally accepted accounting principles, maintained on a consistent basis from year to year. Landlord shall furnish to Tenant within one hundred eighty (180) days from the close of each calendar year an annual statement setting forth in reasonable detail the actual Operating Expenses, including common area expenses, insurance and Taxes for the preceding calendar year. At such time as such statement is furnished, if Tenant's total payments of Operating Expenses for any year are less than Tenant's Proportionate Share of actual Operating Expenses for such year, then Tenant shall pay the difference to Landlord within 30 days after demand, and if more, then Landlord shall retain such excess and credit it against Tenant's next payments except that during the last calendar year of the Lease Term or any extension terms thereof, Landlord shall refund any such excess within 30 days following the termination of the Lease Term or any extension terms thereof, provided that an Event of Default does not then exist. For purposes of calculating Tenant's Proportionate Share of Operating Expenses, a year shall mean a calendar

year. For the first year, which shall begin on the Commencement Date, and the last year, which shall end on the expiration of this Lease, Tenant's Proportionate Share of Operating Expenses shall be further limited based on a pro rata allocation of Operating Expenses to the portion of the applicable calendar year falling within the Lease Term. With respect to Operating Expenses which Landlord allocates to the entire Property, Tenant's "Proportionate Share" shall be the percentage set forth on the first page of this Lease as Tenant's Proportionate Share of the Property as reasonably adjusted by Landlord in the future for changes in the physical size of the Premises or the Property. Landlord may equitably increase Tenant's Proportionate Share for any item of expense or cost reimbursable by Tenant that relates to a repair, replacement, or service that benefits the Premises or only a portion of the Property or Building that includes the Premises or that varies with occupancy or use, provided that Landlord makes similar adjustments in other tenant leases, which results in reducing Tenant's Proportionate Share for an item of expense or cost. The estimated Operating Expenses for the Premises set forth on the first page of this Lease are only estimates, and Landlord makes no guaranty or warranty that such estimates will be accurate. In the event Landlord fails to deliver an annual statement within three hundred (300) days after the close of the applicable calendar year, then Landlord shall be deemed to waive the right to collect any additional amount hereunder for Operating Expenses with respect to such calendar year.

7. **Utilities.** Tenant shall pay for all water, gas, electricity, heat, light, power, telephone, sewer, sprinkler services, refuse and trash collection, and other utilities and services used on the Premises, all maintenance charges for utilities, and any storm sewer charges or other similar charges for utilities imposed by any governmental entity or utility provider, together with any taxes, penalties, surcharges or the like pertaining to Tenant's use of the Premises. Except as provided in Addendum 5, Landlord may cause at Tenant's expense any utilities to be separately metered or charged directly to Tenant by the provider in the event Landlord reasonably determines that Tenant's use of such jointly metered utility materially exceeds the use of such jointly metered utility by other tenants in the Building. Tenant shall pay its share of all charges for jointly metered utilities based upon consumption, as reasonably determined by Landlord. No interruption or failure of utilities shall result in the termination of this Lease or the abatement of rent, except if such interruption is caused by the negligence or willful misconduct of Landlord, in which event, if such service is interrupted for more than three (3) consecutive days or ten (10) days total in a twelve (12) month period, rent shall abate, in either case beginning on the fourth (4th) or eleventh (11th) day, as applicable, and continue until such service is fully restored.

8. **Taxes.** Landlord shall pay all taxes, assessments and governmental charges (collectively referred to as "Taxes") that accrue against the Property during the Lease Term, which shall be included as part of the Operating Expenses charged to Tenant. Landlord may contest by appropriate legal proceedings the amount, validity, or application of any Taxes or liens thereof. All capital levies or other taxes assessed or imposed on Landlord upon the rents payable to Landlord under this Lease and any franchise tax, any excise, use, margin, transaction, sales or privilege tax, assessment, levy or charge measured by or based, in whole or in part, upon such rents from the Premises and/or the Property or any portion thereof shall be paid by Tenant to Landlord monthly in estimated installments or upon demand, at the option of Landlord, as additional rent; provided, however, in no event shall Tenant be liable for any net income taxes imposed on Landlord or for any franchise taxes (other than those so-called "margin taxes"). If any such tax or excise is levied or assessed directly against Tenant or results from any Tenant-Made Alterations (defined below), then Tenant shall be responsible for and shall pay the same at such times and in such manner as the taxing authority shall require. Tenant shall be liable for all taxes levied or assessed against any personal property or fixtures placed in the Premises, whether levied or assessed against Landlord or Tenant.

9. **Insurance.** Landlord shall maintain all risk or special form property insurance covering the full replacement cost of the Building and commercial general liability insurance on the Property in forms and amounts customary for properties substantially similar to the Property, subject to customary deductibles. Landlord may, but is not obligated to, maintain such other insurance and additional coverages as are customarily and usually carried by landlords of comparable properties in the market area, including but not limited to, rent loss insurance. All such insurance shall be included as part of the Operating Expenses charged to Tenant. The Property or Building may be included in a blanket policy (in which case the cost of such insurance allocable to the Property or Building will be reasonably determined by Landlord based upon the total insurance cost calculations). Tenant shall also reimburse Landlord for any increased premiums or additional insurance which Landlord reasonably proves are the result of Tenant's Permitted Use of the Premises.

Tenant, at its expense, shall maintain during the Lease Term the following insurance, at Tenant's sole cost and expense: (1) commercial general liability insurance applicable to the Premises and its appurtenances providing, on an occurrence basis, a minimum combined single limit of \$2,000,000; and in the event property of Tenant's invitees or customers are kept in or about the Premises, Tenant shall maintain warehouse's legal liability or bailee customers insurance for the full value of the property of such invitees or customers as determined by the warehouse contract between Tenant and its customer; (2) all risk or special form property insurance covering the full replacement cost of all property and improvements installed or placed in the Premises by Tenant; (3) workers' compensation insurance as required by the state in which the Premises is located and in amounts as may be required by applicable statute and shall include a waiver of subrogation in favor of Landlord if permitted; (4) employers liability insurance of at least \$1,000,000, and (5) business automobile liability insurance having a combined single limit of not less than \$1,000,000 per occurrence insuring Tenant against liability arising out of the ownership maintenance or use of any owned, hired or nonowned automobiles. Tenant may elect to provide a portion of its coverage hereunder in the form of an umbrella policy. Any company writing any of Tenant's insurance shall have an A.M. Best rating of not less than A-VIII and provide primary coverage to Landlord as to Tenant's personal property or for matters for which Tenant is primarily liable under other provisions of the Lease (any policy issued to Landlord providing duplicate or similar coverage shall be deemed excess over Tenant's policies). All commercial general liability and, if applicable, warehouse's legal liability or bailee customers insurance policies shall name Tenant as a named insured and Landlord, its property manager, and other designees of Landlord as the interest of such designees shall appear, as additional insureds. The limits and types of insurance maintained by Tenant shall not limit Tenant's liability under this Lease. Tenant shall provide Landlord with certificates of such insurance as required under this Lease prior to the earlier to occur of the Commencement Date or the date Tenant is provided with possession of the Premises, and thereafter upon renewals at least 15 days prior to the expiration of the insurance coverage. Acceptance by Landlord of delivery of any certificates of insurance does not constitute approval or agreement by Landlord that the insurance requirements of this section have been met, and failure of Landlord to identify a deficiency from evidence provided will not be construed as a waiver of Tenant's obligation to maintain such insurance. In the event any of the insurance policies required to be carried by Tenant under this Lease shall be cancelled prior to the expiration date of such policy, or if Tenant receives notice of any cancellation of such insurance policies from the insurer prior to the expiration date of such policy, Tenant shall: (a) immediately deliver notice to Landlord that such insurance has been, or is to be, cancelled, (b) shall promptly replace such insurance policy in order to assure no lapse of coverage shall occur, and (c) shall deliver to Landlord a certificate of insurance for such policy.

The all risk or special form property insurance obtained by Landlord and Tenant shall include a waiver of subrogation by the insurers and all rights based upon an assignment from its insured, against Landlord or Tenant, their officers, directors, employees, managers, agents, invitees and contractors, in connection with any loss or damage thereby insured against. Neither party nor its officers, directors, employees, managers, agents, invitees or contractors shall be liable to the other for loss or damage caused by any risk coverable by all risk or special form property insurance, and each party waives any claims against the other party, and its officers, directors, employees, managers, agents, invitees and contractors for such loss or damage. The failure of a party to insure its own property shall not void this waiver. Tenant and its agents, employees and contractors shall not be liable for, and Landlord hereby waives all claims against such parties for losses resulting from an interruption of Landlord's business, or any person claiming through Landlord, resulting from any accident or occurrence in or upon the Premises or the Property from any cause whatsoever, including without limitation, damage caused in whole or in part, directly or indirectly, by the negligence of Tenant or its agents, employees or contractors. Landlord and its agents, employees and contractors shall not be liable for, and Tenant hereby waives all claims against such parties for losses resulting from an interruption of Tenant's business, or any person claiming through Tenant, resulting from any accident or occurrence in or upon the Premises or the Property from any cause whatsoever, including without limitation, damage caused in whole or in part, directly or indirectly, by the negligence of Landlord or its agents, employees or contractors.

10. **Landlord's Repairs.** Landlord shall repair and maintain, at its expense and without pass through as an Operating Expense, the roof structure (which does not include the roof membrane), the foundation, the structural columns, and the exterior walls of the Building in good repair. Landlord shall, also, maintain in good repair common utility lines to the point of connection to the Premises. If any damages are caused by Tenant, its agents and contractors, subject to the waiver provisions of Section 9 and the other provisions of this Lease, Tenant shall pay the cost of repairs. The term "walls" as used in this Paragraph 10

shall not include windows, glass or plate glass, doors or overhead doors, special store fronts, dock bumpers, dock plates or levelers, or office entries. Tenant shall promptly give Landlord written notice of any repair required by Landlord pursuant to this Paragraph 10, after which Landlord shall commence repairs within thirty (30) days, or earlier if an emergency, and proceed with all due diligence until completed.

11. Tenant's Repairs. Landlord, at Landlord's expense which shall be reimbursed as provided in Paragraph 6, shall maintain in good repair and condition the roof membrane, the parking areas and other common areas of the Building, including, but not limited to driveways, alleys, landscape and grounds surrounding the Premises. Subject to Landlord's obligation in Paragraph 10 and subject to Paragraphs 9 and 15, Tenant, at its expense, shall repair, replace and maintain in good condition all portions of the Premises and all areas, improvements and systems exclusively serving the Premises including, without limitation, dock and loading areas, truck doors, plumbing, water and sewer lines up to points of common connection, fire sprinklers and fire protection systems, entries, doors, ceilings, windows, interior walls, and the interior side of demising walls, and heating, ventilation and air conditioning systems. Such repair and replacements include capital expenditures and repairs whose benefit may extend beyond the Term. Heating, ventilation and air conditioning systems and other mechanical and building systems exclusively serving the Premises shall be maintained at Tenant's expense pursuant to maintenance service contracts entered into by Tenant or, at Landlord's election, by Landlord, in which case the reasonable costs of such contracts entered into by Landlord shall be included as an Operating Expense. The scope of services and contractors under such maintenance contracts shall be reasonably approved by Landlord. At Landlord's request, Tenant shall enter into a joint maintenance agreement with any railroad that services the Premises. If Tenant fails to perform any repair or replacement for which it is responsible, after ten (10) days prior written notice to Tenant of such failure without Tenant undertaking to cure or proceeding with all due diligence to complete, Landlord may perform such work and be reimbursed by Tenant the reasonable costs thereof within 10 days after written demand delivered with an invoice detailing the cost therefor. Subject to Paragraphs 9 and 15, Tenant shall bear the full cost of any repair or replacement to any part of the Building or Property that results from damage caused by Tenant, its agents, contractors, or invitees.

12. Tenant-Made Alterations and Trade Fixtures. Any alterations, additions, or improvements made by or on behalf of Tenant to the Premises ("Tenant-Made Alterations") shall be subject to Landlord's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned as to interior non-structural Tenant-Made Alterations. Tenant may, from time to time, make cosmetic interior Tenant-Made Alterations, such as repainting, re-flooring and the like without the consent of Landlord. The Landlord Improvements described in Addendum 5 shall not be construed to be Tenant-Made Alterations. Tenant shall cause, at its expense, all Tenant-Made Alterations to comply with insurance requirements and with Legal Requirements and shall construct at its expense any alteration or modification required by Legal Requirements as a result of any Tenant-Made Alterations, provided Tenant shall not be liable for any alterations or modifications necessitated by Tenant-Made Alterations, if previously exempt as being "grandfathered" and otherwise the responsibility of Landlord under the provisions of this Lease regarding the condition of the Premises on delivery at the Commencement Date. All Tenant-Made Alterations shall be constructed in a good and workmanlike manner by contractors reasonably acceptable to Landlord and only good grades of materials shall be used. All plans and specifications for any Tenant-Made Alterations shall be submitted to Landlord for its approval, which approval shall not be unreasonably withheld, delayed or conditioned. Landlord may monitor construction of the Tenant-Made Alterations. Tenant shall reimburse Landlord for its costs in reviewing plans and specifications and in monitoring construction. Landlord's right to review plans and specifications and to monitor construction shall be solely for its own benefit, and Landlord shall have no duty to see that such plans and specifications or construction comply with applicable laws, codes, rules and regulations. Tenant shall provide Landlord with the identities and mailing addresses of all persons performing work or supplying materials, prior to beginning such construction, and Landlord may post on and about the Premises notices of non-responsibility pursuant to applicable law. Tenant shall furnish security or make other arrangements satisfactory to Landlord to assure payment for the completion of all work free and clear of liens and shall provide certificates of insurance for worker's compensation and other coverage in amounts and from an insurance company satisfactory to Landlord protecting Landlord against liability for personal injury or property damage during construction. Upon completion of any Tenant-Made Alterations, Tenant shall deliver to Landlord sworn statements setting forth the names of all contractors and subcontractors who did work on the Tenant-Made Alterations and final lien waivers from all such contractors and subcontractors. Upon surrender of the Premises, all Tenant-Made Alterations and any leasehold improvements constructed by Landlord or Tenant shall remain on the Premises as Landlord's property, except to the extent Landlord

requires removal at Tenant's expense of any such items (after advising Tenant in writing of such requirement at the time Landlord's approval was sought) or Landlord and Tenant have otherwise agreed in writing in connection with Landlord's consent to any Tenant-Made Alterations. Tenant shall repair any damage caused by the removal of such Tenant-Made Alterations upon surrender of the Premises.

Tenant, at its own cost and expense and without Landlord's prior approval, may erect such shelves, racking, bins, machinery and trade fixtures (collectively "Trade Fixtures") in the ordinary course of its business provided that such items do not alter the basic character of the Premises, do not overload or damage the Premises, and may be removed without injury to the Premises, and the construction, erection, and installation thereof complies with all Legal Requirements and with Landlord's requirements set forth above. Tenant shall remove its Trade Fixtures and shall repair any damage caused by such removal upon surrender of the Premises.

13. **Signs.** Tenant shall not make any changes to the exterior of the Premises, install any exterior lights, decorations, balloons, flags, pennants, banners, or painting, or erect or install any signs, windows or door lettering, placards, decorations, or advertising media of any type which can be viewed from the exterior of the Premises, without Landlord's prior written consent, not to be unreasonably withheld, conditioned or delayed. Upon surrender or vacation of the Premises, Tenant shall have removed all signs and repair, paint, and/or replace the building facade surface to which its signs are attached. Tenant shall obtain all applicable governmental permits and approvals for sign and exterior treatments. All signs, decorations, advertising media, blinds, draperies and other window treatment or bars or other security installations visible from outside the Premises shall be subject to Landlord's reasonable approval and conform in all respects to Landlord's reasonable requirements.

14. **Parking.** Tenant shall be entitled to park in common with any other tenants of the Property in those areas designated for non-reserved parking. Landlord may allocate parking spaces among Tenant and any other tenants in the Property if Landlord reasonably determines that such parking facilities are becoming crowded. Landlord shall not be responsible for enforcing Tenant's parking rights against any third parties. Additionally, Landlord, at Landlord's expense, reserves the right to fence the property in a manner separating Tenant from the northern portion of the building. Notwithstanding the foregoing to the contrary, (i) Landlord shall always provide parking that complies with City of Mansfield Code without variance for Tenant's Permitted Use, and (ii) Landlord shall not erect any barrier which materially and adversely affects ingress and egress to the Premises by Tenant, its agents, employees and contractors, including vendor deliveries to Tenant via tractor-trailers.

15. **Restoration.** If at any time during the Lease Term the Premises or other portions of the Building affecting Tenant's use of the Premises are damaged by a fire or other casualty, Landlord shall notify Tenant within 60 days after such damage as to the amount of time Landlord reasonably estimates it will take to restore the Premises. If the restoration time is estimated to exceed 3 months, either Landlord or Tenant may elect to terminate this Lease upon notice to the other party given no later than 30 days after Landlord's notice. If neither party elects to terminate this Lease or if Landlord estimates that restoration will take 3 months or less, Landlord shall promptly restore the other portions of the Building or the Premises excluding the improvements installed by Tenant or by Landlord and paid by Tenant, subject to delays arising from the collection of insurance proceeds or from Force Majeure events; provided that, in the event that proceeds of insurance are insufficient to complete such restoration by more than \$100,000.00, Landlord shall elect to either (a) complete such restoration notwithstanding the insufficiency of insurance proceeds, or (b) terminate this Lease by written notice to Tenant. If Tenant elects to terminate under subpart (b), Landlord shall notify Tenant within ten (10) days of determination that the proceeds will be insufficient. Tenant at Tenant's expense shall promptly perform, subject to delays arising from the collection of insurance proceeds, or from Force Majeure events, all repairs or restoration not required to be done by Landlord and shall promptly re-enter the Premises and commence doing business in accordance with this Lease. Notwithstanding the foregoing, either party may terminate this Lease if the Premises are damaged during the last year of the Lease Term and Landlord reasonably estimates that it will take more than one month to repair such damage. Gross Rent and Operating Expenses shall be abated for the period of repair and restoration commencing on the date of such casualty event in the proportion which the area of the Premises, if any, which is not usable by Tenant bears to the total area of the Premises. Such abatement shall be the sole remedy of Tenant, and except as provided herein, Tenant waives any right to terminate the Lease by reason of damage or casualty loss.

Notwithstanding anything contained in the Lease to the contrary, to the extent the damage to the Property is attributable to the other party, the other party shall pay to the injured party with respect to any damage to the Property an amount of the commercially reasonable deductible under the injured party's insurance policy, not to exceed \$10,000.00, within 30 days after presentment of the injured party's invoice.

16. **Condemnation.** If any part of the Premises or the Property should be taken for any public or quasi-public use under governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase in lieu thereof (a "Taking" or "Taken"), and the Taking would materially interfere with or impair Landlord's ownership or operation of the Property or with Tenant's conduct of business from the Premises, then upon written notice by one party to the other this Lease shall terminate and Gross Rent shall be apportioned as of said date. If part of the Premises shall be Taken, and this Lease is not terminated as provided above, the Gross Rent payable hereunder during the unexpired Lease Term shall be reduced to such extent as may be fair and reasonable under the circumstances. In the event of any such Taking, Landlord shall be entitled to receive the entire price or award from any such Taking without any payment to Tenant, and Tenant hereby assigns to Landlord Tenant's interest, if any, in such award. Tenant shall have the right, to the extent that same shall not diminish Landlord's award, to make a separate claim against the condemning authority (but not Landlord) for such compensation as may be separately awarded or recoverable by Tenant for moving expenses and damage to Tenant's Trade Fixtures and for such other damages, if a separate award for such items is made to Tenant.

17. **Assignment and Subletting.** Without Landlord's prior written consent, which shall not be unreasonably withheld, delayed or conditioned, Tenant shall not assign this Lease or sublease the Premises or any part thereof or mortgage, pledge, or hypothecate its leasehold interest or grant any concession or license within the Premises and any attempt to do any of the foregoing shall be void and of no effect. It shall be reasonable for the Landlord to withhold, delay or condition its consent, where required, to any assignment or sublease in any of the following instances: (i) the assignee or sublessee does not have a net worth calculated according to generally accepted accounting principles at least equal to the greater of the net worth of Tenant immediately prior to such assignment or sublease or the net worth of the Tenant at the time it executed the Lease; (ii) occupancy of the Premises by the assignee or sublessee would, in Landlord's opinion, violate any agreement binding upon Landlord or the Property with regard to the usage in the Property, or similar matters; (iii) the identity or business reputation of the assignee or sublessee will, in the good faith, reasonable judgment of Landlord, damage the goodwill or reputation of the Property; (iv) the assignment or sublease is to another tenant in the Property and is at rates which are below those charged by Landlord for comparable space in the Property at the time when comparable space is available; or (v) in the case of a sublease, the subtenant has not acknowledged that the Lease controls over any inconsistent provision in the sublease. The foregoing criteria shall not exclude any other reasonable basis for Landlord to refuse its consent to such assignment or sublease. Any approved assignment or sublease shall be expressly subject to the terms and conditions of this Lease. Tenant shall provide to Landlord all information concerning the assignee or sublessee as Landlord may reasonably request. Landlord may revoke its consent immediately and without notice if, as of the effective date of the assignment or sublease, there has occurred and is continuing any monetary event of default under the Lease (for the sake of clarification, after applicable notice and cure periods). For purposes of this paragraph, a transfer of the ownership interests controlling Tenant shall be deemed an assignment of this Lease unless such ownership interests are publicly traded. Notwithstanding the above, Tenant may (A) assign or sublet the Premises, or any part thereof, to any entity controlling Tenant, controlled by Tenant or under common control with Tenant (a "Tenant Affiliate"); (B) assign this Lease to entity into which Tenant is merged or consolidated, or (C) assign this Lease to an entity acquiring substantially all the assets or ownership of Tenant, provided, all of the foregoing without the prior written consent of Landlord (an assignment or sublease under subparts (A) through (C) being a "Permitted Transfer"), provided, with respect to an assignment under subpart (C), the assignee has a net worth that is at least equal to the net worth of Tenant immediately prior to such assignment or sublease. Tenant shall reimburse Landlord for all of Landlord's reasonable expenses in connection with any assignment or sublease up to \$1,500.00. Upon Landlord's receipt of Tenant's written notice of a desire to assign or sublet the Premises, or any part thereof (other than to a transferee under a Permitted Transfer), Landlord may, by giving written notice to Tenant within 30 days after receipt of Tenant's notice, terminate this Lease with respect to the space described in Tenant's notice, as of the date specified in Tenant's notice for the commencement of the proposed assignment or sublease.

Notwithstanding any assignment or subletting, Tenant and any guarantor or surety of Tenant's obligations under this Lease shall at all times remain fully responsible and liable for the payment of

the rent and for compliance with all of Tenant's other obligations under this Lease (regardless of whether Landlord's approval has been obtained for any such assignments or sublettings). In the event that the rent due and payable by a sublessee or assignee exceeds the rental payable under this Lease, then Tenant shall be bound and obligated to pay Landlord as additional rent hereunder all of such excess rental and lease bonus consideration (after repayment to Tenant for the reasonable cost of the assignment or sublease) within 10 days following receipt thereof by Tenant; provided in the event of a sublease which is less than 100% of the Premises such excess rental and other consideration shall be applied on a square foot basis.

If this Lease be assigned or if the Premises be subleased (whether in whole or in part) or in the event of the mortgage, pledge, or hypothecation of Tenant's leasehold interest or grant of any concession or license within the Premises or if the Premises be occupied in whole or in part by anyone other than Tenant, then upon an event of default by Tenant hereunder Landlord may collect rent from the assignee, sublessee, mortgagee, pledgee, party to whom the leasehold interest was hypothecated and who took possession and is occupying the Premises, concessionee or licensee or other occupant and, except to the extent set forth in the preceding paragraph, apply the amount collected to the next rent payable hereunder; and all such rentals collected by Tenant shall be held in trust for Landlord and immediately forwarded to Landlord. No such transaction or collection of rent or application thereof by Landlord, however, shall be deemed a waiver of these provisions or a release of Tenant from the further performance by Tenant of its covenants, duties, or obligations hereunder.

18. Indemnification. Except for the negligence of Landlord, its agents, employees or contractors, and to the extent permitted by law, Tenant agrees to indemnify, defend and hold harmless Landlord, and Landlord's agents, employees and contractors, from and against any and all losses, liabilities, damages, costs and expenses (including attorneys' fees) resulting from claims by third parties for injuries to any person and damage to or theft or misappropriation or loss of property occurring in or about the Property and arising from the use and occupancy of the Premises or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises or due to any other act or omission of Tenant, its subtenants, assignees, employees, contractors and agents. The furnishing of insurance required hereunder shall not be deemed to limit Tenant's obligations under this Paragraph 18.

19. Inspection and Access. Upon prior notice to Tenant as is reasonable under the circumstances (which may be without notice in case of emergency), Landlord and its agents, representatives, and contractors may enter the Premises at any reasonable time to inspect the Premises and to make such repairs as may be required or permitted pursuant to this Lease and for any other business purpose. Landlord and Landlord's representatives may enter the Premises during business hours for the purpose of showing the Premises to prospective purchasers and, during the last six (6) months of the Lease Term (if not renewed), to prospective tenants. Landlord may erect a suitable sign on the Premises stating the Premises are available to let or that the Property is available for sale. Landlord shall use commercially reasonable efforts to minimize interference with Tenant's use of the Premises by reason of any entry of Landlord, its agents, representatives or contractors, into the Premises. Landlord may grant easements, make public dedications, designate common areas and create restrictions on or about the Premises, provided that no such easement, dedication, designation or restriction materially interferes with Tenant's use or occupancy of the Premises. At Landlord's request, Tenant shall execute such instruments as may be necessary for such easements, dedications or restrictions.

20. Quiet Enjoyment. If Tenant shall perform all of the covenants and agreements herein required to be performed by Tenant, Tenant shall, subject to the terms of this Lease, at all times during the Lease Term, have peaceful and quiet enjoyment of the Premises against any person claiming by, through or under Landlord.

21. Surrender. Upon termination of the Lease Term or earlier termination of Tenant's right of possession, Tenant shall surrender the Premises to Landlord in substantially the same condition as received, ordinary wear and tear, casualty loss and condemnation covered by Paragraphs 15 and 16 excepted and necessity for repairs which are Landlord's responsibility excepted. Any Trade Fixtures, Tenant-Made Alterations and property not so removed by Tenant as permitted or required herein shall be deemed abandoned and may be stored, removed, and disposed of by Landlord at Tenant's expense, and Tenant waives all claims against Landlord for any damages resulting from Landlord's retention and disposition of such property. All obligations of Tenant hereunder not fully performed as of the termination of

the Lease Term shall survive the termination of the Lease Term, including without limitation, indemnity obligations, payment obligations with respect to Operating Expenses and obligations concerning the condition and repair of the Premises.

22. **Holding Over.** If Tenant retains possession of the Premises after the termination of the Lease Term, unless otherwise agreed in writing, such possession shall be subject to immediate termination by Landlord at any time, and all of the other terms and provisions of this Lease (excluding any expansion or renewal option or other similar right or option) shall be applicable during such holdover period, except that Tenant shall pay Landlord from time to time, upon demand, as Gross Rent for the holdover period, an amount equal to one hundred fifty percent (150%) the Gross Rent in effect on the termination date, computed on a daily basis for each month or part thereof during such holding over. All other payments shall continue under the terms of this Lease. In addition, Tenant shall be liable for all damages incurred by Landlord as a result of such holding over, provided Landlord has first given Tenant written notice of any new tenant for the Premises or portion thereof and the date for delivery of possession. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided, and this Paragraph 22 shall not be construed as consent for Tenant to retain possession of the Premises. For purposes of this Paragraph 22, "possession of the Premises" shall continue until, among other things, Tenant has delivered keys to the Premises to Landlord, Landlord has total dominion and control over the Premises, and Tenant has fulfilled all obligations required of it upon termination of the Lease as set forth in this Lease, including, without limitation, those concerning the condition and repair of the Premises on delivery.

23. **Events of Default.** Each of the following events shall be an event of default ("Event of Default") by Tenant under this Lease:

(i) Tenant shall fail to pay any installment of Gross Rent or any other payment required herein when due, and such failure shall continue for a period of 5 days from the date such payment was due, provided that, on the first two (2) occasions in a twelve (12) month period, it shall not be an Event of Default unless Landlord gave written notice to Tenant of a failure to pay when due and such failure continued for a period of 5 days following the date of the written notice.

(ii) Tenant or any guarantor or surety of Tenant's obligations hereunder shall (A) make a general assignment for the benefit of creditors; (B) commence any case, proceeding or other action seeking to have an order for relief entered on its behalf as a debtor or to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property (collectively a "proceeding for relief"); (C) become the subject of any proceeding for relief which is not dismissed within 60 days of its filing or entry; or (D) be dissolved or otherwise fail to maintain its legal existence. If a guaranty of this Lease expires, then the foregoing provision shall no longer be applicable with respect to the guarantor under the expired guaranty.

(iii) Any insurance required to be maintained by Tenant pursuant to this Lease shall be cancelled or terminated or shall expire or shall be reduced or materially changed, except, in each case, as permitted in this Lease, or if equivalent replacement coverage is obtained timely.

(iv) Tenant shall not occupy or shall vacate a substantial portion of the Premises whether or not Tenant is in monetary or other default under this Lease. Tenant's vacating of the Premises shall not constitute an Event of Default if, prior to vacating the Premises, Tenant has made arrangements reasonably acceptable to Landlord to (a) ensure that Tenant's insurance for the Premises will not be voided or cancelled with respect to the Premises as a result of such vacancy, (b) secure the Premises from vandalism, and (c) ensure that the Premises will be properly maintained after such vacation, including, but not limited to, keeping the heating, ventilation and cooling systems maintenance contracts required by this Lease in full force and effect. Tenant shall inspect the Premises at least once each month and report monthly in writing to Landlord on the condition of the Premises.

(v) Tenant shall attempt or there shall occur any assignment, subleasing or other transfer of Tenant's interest in or with respect to this Lease except as otherwise permitted in this Lease.

(vi) Tenant shall fail to discharge any lien placed upon the Premises in violation of this Lease within 30 days after any such lien or encumbrance is filed against the Premises.

(vii) Tenant shall fail to comply with any provision of this Lease other than those specifically referred to in this Paragraph 23, and except as otherwise expressly provided herein, such default shall continue for more than 30 days after Landlord shall have given Tenant written notice of such default.

24. **Landlord's Remedies.** Upon each occurrence of an Event of Default and so long as such Event of Default shall be continuing, Landlord may at any time thereafter at its election: (a) accelerate the rent due under this Lease; (b) terminate this Lease; (c) terminate Tenant's right of possession under this Lease (but Tenant shall remain liable as hereinafter provided); and/or (d) pursue any other remedies at law or in equity. Upon the termination of this Lease or termination of Tenant's right of possession, it shall be lawful for Landlord, without formal demand or notice of any kind, to re-enter the Premises by summary dispossession proceedings or any other action or proceeding authorized by law and to remove Tenant and all persons and property therefrom. If Landlord re-enters the Premises, following an Event of Default, Landlord shall have the right to keep in place and use, or remove and store, all of the furniture, fixtures and equipment at the Premises.

If Landlord accelerates the rent due under this Lease, Landlord may accelerate and declare the rent for the entire remainder of the Lease Term, and all other amounts due under this Lease, at once due and payable, and proceed by attachment, suit or otherwise, to collect all amounts in the same manner as if all such amounts due or to become due during the entire Lease Term were payable in advance by the terms of this Lease, and neither the enforcement or collection by Landlord of those amounts nor the payment by Tenant of those amounts will constitute a waiver by Landlord of any breach, existing or in the future, of any of the terms or provisions of this Lease by Tenant or a waiver of any rights or remedies that the Landlord may have with respect to any breach.

If Landlord terminates this Lease, Landlord may recover from Tenant the sum of: all Gross Rent and all other amounts accrued hereunder to the date of such termination; the cost of reletting the whole or any part of the Premises, including without limitation brokerage fees and/or leasing commissions incurred by Landlord, and costs of removing and storing Tenant's or any other occupant's property, repairing, or otherwise putting the Premises into condition upon surrender hereunder for a new tenant or tenants, and all reasonable expenses incurred by Landlord in pursuing its remedies, including reasonable attorneys' fees and court costs; and the excess of the then present value of the Gross Rent and other amounts payable by Tenant under this Lease as would otherwise have been required to be paid by Tenant to Landlord during the period following the termination of this Lease measured from the date of such termination to the expiration date stated in this Lease, over the present value of any amounts which Tenant establishes Landlord can reasonably expect to recover by reletting the Premises for such period, taking into consideration the availability of acceptable tenants and other market conditions affecting leasing. Such present values shall be calculated at a discount rate equal to the 90-day U.S. Treasury bill rate at the date of such termination.

If Landlord terminates Tenant's right of possession (but not this Lease), Landlord may, but shall be under no obligation to, relet the Premises for the account of Tenant for such rent and upon such terms as shall be satisfactory to Landlord without thereby releasing Tenant from any liability hereunder and without demand or notice of any kind to Tenant. For the purpose of such reletting Landlord is authorized to make any repairs, changes, alterations, or additions in or to the Premises as Landlord deems reasonably necessary or desirable, provided Tenant shall not be liable hereunder with respect to alterations or additions for more than the unamortized cost of Landlord Improvements made hereunder (for such purposes, the amount expended by Landlord for the Landlord Improvements shall be amortized monthly on a straight line basis for the Lease Term). If the Premises are not relet, then Tenant shall pay to Landlord as damages a sum equal to the amount of the rental reserved in this Lease for such period or periods, plus the cost of recovering possession of the Premises (including attorneys' fees and costs of suit), the unpaid Gross Rent and other amounts accrued hereunder at the time of repossession, and the costs incurred in

any attempt by Landlord to relet the Premises. If the Premises are relet and a sufficient sum shall not be realized from such reletting [after first deducting therefrom, for retention by Landlord, the unpaid Gross Rent and other amounts accrued hereunder at the time of reletting, the cost of recovering possession (including attorneys' fees and costs of suit), all of the costs and expense of repairs, changes, alterations, and additions (subject to the limitation as to the unamortized amount of alterations or additions), the expense of such reletting (including without limitation brokerage fees and leasing commissions, also, subject to the unamortized limitation) and the cost of collection of the rent accruing therefrom] to satisfy the rent provided for in this Lease to be paid, then Tenant shall immediately satisfy and pay any such deficiency. Any such payments due Landlord shall be made upon demand therefor from time to time and Tenant agrees that Landlord may file suit to recover any sums falling due from time to time. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect in writing to terminate this Lease for such previous breach.

In addition to the foregoing remedies, Landlord may change or modify the locks on the Premises if Tenant fails to pay any rent when due. Landlord will not be obligated to provide another key to Tenant or allow Tenant to regain entry to the Premises unless and until Tenant pays Landlord all rent that is delinquent. Tenant agrees that Landlord will not be liable for any damages resulting to the Tenant from the lockout. When Landlord changes or modifies the locks, Landlord or Landlord's agent shall post a written notice in accordance with Section 93.002 of the Texas Property Code, or its successor statute. Tenant may be subject to legal liability if Tenant or Tenant's representative tampers with any lock after the locks have been changed or modified by Landlord.

Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises and/or a termination of this Lease by Landlord, whether by agreement or by operation of law; it being understood that such surrender and/or termination can be effected only by the written agreement of Landlord and Tenant. Any law, usage, or custom to the contrary notwithstanding, Landlord shall have the right at all times to enforce the provisions of this Lease in strict accordance with the terms hereof, and the failure of Landlord at any time to enforce its rights under this Lease strictly in accordance with same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions, and covenants of this Lease or as having modified the same. Tenant and Landlord further agree that forbearance or waiver by Landlord to enforce its rights pursuant to this Lease or at law or in equity, shall not be a waiver of Landlord's right to enforce one or more of its rights in connection with any subsequent default. A receipt by Landlord of rent or other payment with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. To the greatest extent permitted by law, Tenant waives the service of notice of Landlord's intention to re-enter as provided for in any statute, or to institute legal proceedings to that end, and also waives all right of redemption in case Tenant shall be dispossessed by a judgment or by warrant of any court or judge. The terms "enter," "re-enter," "entry" or "re-entry," as used in this Lease, are not restricted to their technical legal meanings. Any reletting of the Premises shall be on such terms and conditions as Landlord in its sole, but reasonable, discretion may determine (including without limitation a term different than the remaining Lease Term, rental concessions, alterations and repair of the Premises, lease of less than the entire Premises to any tenant and leasing any or all other portions of the Property before reletting the Premises). Landlord shall not be liable, nor shall Tenant's obligations hereunder be diminished because of, Landlord's failure to relet the Premises or collect rent due in respect of such reletting.

25. Tenant's Remedies/Limitation of Liability. Landlord shall not be in default hereunder unless Landlord fails to perform any of its obligations hereunder within 30 days after written notice from Tenant specifying such failure (unless such performance will, due to the nature of the obligation, require a period of time in excess of 30 days, then after such period of time as is reasonably necessary, provided Landlord is pursuing with all due diligence to cure). All obligations of Landlord hereunder shall be construed as covenants, not conditions; and, except as may be otherwise expressly provided in this Lease, Tenant may not terminate this Lease for breach of Landlord's obligations hereunder. All obligations of Landlord under this Lease will be binding upon Landlord only during the period of its ownership of the Premises and not thereafter. The term "Landlord" in this Lease shall mean only the owner, for the time being of the Premises, and in the event of the transfer by such owner of its interest in the Premises, such owner shall thereupon be released and discharged from all obligations of Landlord thereafter accruing, but such obligations shall be binding during the Lease Term upon each new owner for the duration of such owner's

ownership. Any liability of Landlord under this Lease shall be limited solely to its interest in the Property, and in no event shall any personal liability be asserted against Landlord in connection with this Lease nor shall any recourse be had to any other property or assets of Landlord.

Notwithstanding anything to the contrary, in the event Landlord, and/or any mortgagee to whom notice has been given, fail to cure the Landlord's default within thirty (30) days of written notice from Tenant (or such longer or shorter time as is reasonable under the circumstances), then Tenant may, but shall have no obligation to do so, elect to perform the obligation of Landlord. In such event, Tenant shall first give written notice to Landlord (and any mortgagee of whom Tenant has been notified) of Tenant's election to cure Landlord's default. If Landlord's obligation is in the nature of an emergency (hereinafter defined), and Landlord has been given notice, but fails to respond within a reasonable period under the circumstances, then Tenant may elect to cure, regardless that the thirty (30) day period has run and regardless of whether Landlord is in default. Following any such cure by Tenant, Tenant shall submit invoices for the costs incurred to perform Landlord's obligation and Landlord shall reimburse Tenant within thirty (30) days following receipt of such invoices. If the amount to be reimbursed is \$5,000.00 or less and Landlord fails to reimburse timely, then Tenant may offset against Rent. If the amount is greater, then, if Landlord fails to reimburse timely, Tenant may bring suit to obtain reimbursement, in which event, Tenant shall, also, be entitled to interest on the unpaid reimbursement in an amount equivalent to any interest Landlord may charge hereunder for failure to pay Rent. The term "emergency" means an imminent risk of damage to person or property.

26. Waiver of Jury Trial. TENANT AND LANDLORD WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN LANDLORD AND TENANT ARISING OUT OF THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.

27. Subordination. This Lease and Tenant's interest and rights hereunder are and shall be subject and subordinate at all times to the lien of any first mortgage, now existing or hereafter created on or against the Property, and all amendments, restatements, renewals, modifications, consolidations, refinancing, assignments and extensions thereof, without the necessity of any further instrument or act on the part of Tenant, provided that with respect to any mortgage placed on the Property after the Date of the Lease, the mortgagee agrees to recognize this Lease and not to disturb Tenant's possession of the Premises as long as no Event of Default exists. Landlord warrants to Tenant that there is no mortgagee holding a mortgage on the Property as of the Date of this Lease. Tenant agrees, at the election of the holder of any such mortgage, to attorn to any such holder. Tenant agrees upon demand to execute, acknowledge and deliver such instruments, confirming such subordination and such instruments of attornment as shall be requested by any such holder. Notwithstanding the foregoing, any such holder may at any time subordinate its mortgage to this Lease, without Tenant's consent, by notice in writing to Tenant, and thereupon this Lease shall be deemed prior to such mortgage without regard to their respective dates of execution, delivery or recording and in that event such holder shall have the same rights with respect to this Lease as though this Lease had been executed prior to the execution, delivery and recording of such mortgage and had been assigned to such holder. The term "mortgage" whenever used in this Lease shall be deemed to include deeds of trust, security assignments and any other encumbrances, and any reference to the "holder" of a mortgage shall be deemed to include the beneficiary under a deed of trust.

28. Mechanic's Liens. Tenant has no express or implied authority to create or place any lien or encumbrance of any kind upon, or in any manner to bind the interest of Landlord or Tenant in, the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises and that it will save and hold Landlord harmless from all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the interest of Landlord in the Premises or under this Lease. Tenant shall give Landlord immediate written notice of the placing of any lien or encumbrance against the Premises and cause such lien or encumbrance to be discharged within 30 days of the filing or recording thereof; provided, however, Tenant may contest such liens or encumbrances as long as such contest prevents foreclosure of the lien or encumbrance and Tenant causes such lien or encumbrance to be bonded or insured over in a manner satisfactory to Landlord within such 30 day period.

29. **Estoppel Certificates.** Tenant agrees, from time to time, within 10 days after request of Landlord, to execute and deliver to Landlord, or Landlord's designee, any estoppel certificate requested by Landlord, stating that this Lease is in full force and effect, the date to which rent has been paid, that, to the current actual knowledge of Tenant, Landlord is not in default hereunder (or specifying in detail the nature of Landlord's default), the termination date of this Lease and such other factual matters pertaining to this Lease as may be requested by Landlord. Tenant's obligation to furnish each estoppel certificate in a timely fashion is a material inducement for Landlord's execution of this Lease. No cure or grace period provided in this Lease shall apply to Tenant's obligations to timely deliver an estoppel certificate. Upon the written request of Tenant, Landlord agrees to deliver a similar estoppel certificate within ten (10) days of such request by Tenant.

30. **Environmental Requirements.** Except for Hazardous Material contained in products used by Tenant in de minimis quantities for ordinary cleaning and office purposes and except for medical waste, which shall in all respects comply with Environmental Requirements, Tenant shall not permit or cause any party to bring any Hazardous Material upon the Premises or transport, store, use, generate, manufacture or release any Hazardous Material in or about the Premises without Landlord's prior written consent. Tenant, at its sole cost and expense, shall operate its business in the Premises in strict compliance with all Environmental Requirements and shall remediate in a manner satisfactory to governmental authority any Hazardous Materials released on or from the Property by Tenant, its agents, employees, contractors, subtenants or (limited to the Premises) invitees. Tenant shall complete and certify to disclosure statements as requested by Landlord from time to time relating to Tenant's transportation, storage, use, generation, manufacture or release of Hazardous Materials on the Premises. The term "Environmental Requirements" means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any governmental authority or agency regulating or relating to health, safety, or environmental conditions on, under, or about the Premises or the environment, including without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; and all state and local counterparts thereto, and any regulations or policies promulgated or issued thereunder. The term "Hazardous Materials" means and includes any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic, under any Environmental Requirements, asbestos and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). As defined in Environmental Requirements, Tenant is and shall be deemed to be the "operator" of Tenant's "facility" and the "owner" of all Hazardous Materials brought on the Premises by Tenant, its agents, employees, contractors or invitees, and the wastes, by-products, or residues generated, resulting, or produced therefrom.

Notwithstanding anything to the contrary in this Paragraph 30, Tenant shall have no liability of any kind to Landlord as to Hazardous Materials on the Premises, or remainder of the Property, caused or permitted by (i) Landlord, its agents, employees, contractors or invitees; or (ii) any other tenants in the Property or their agents, employees, contractors, subtenants, assignees or invitees; or (iii) any other parties, whether pre-existing the Date of this Lease or later if not resulting from Tenant, its agents, employees, contractors or invitees.

Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all losses (including, without limitation, diminution in value of the Premises or the Property and loss of rental income from the Property), claims, demands, actions, suits, damages (including, without limitation, punitive damages), expenses (including, without limitation, remediation, removal, repair, corrective action, or cleanup expenses), and costs (including, without limitation, actual attorneys' fees, consultant fees or expert fees and including, without limitation, removal or management of any asbestos brought into the property or disturbed in breach of the requirements of this Paragraph 30, regardless of whether such removal or management is required by law) which are brought or recoverable against, or suffered or incurred by Landlord as a result of any release of Hazardous Materials for which Tenant is obligated to remediate as provided above or any other breach of the requirements under this Paragraph 30 by Tenant, its agents, employees, contractors, subtenants, assignees or invitees, regardless of whether Tenant had knowledge of such noncompliance. The obligations of Tenant under this Paragraph 30 shall survive any termination of this Lease.

Landlord shall have access to, and a right to perform inspections and tests of, the Premises to determine Tenant's compliance with Environmental Requirements, its obligations under this Paragraph 30, or the environmental condition of the Premises. Access shall be granted to Landlord upon Landlord's prior notice to Tenant and at such times so as to minimize, so far as may be reasonable under the circumstances, any disturbance to Tenant's operations. Such inspections and tests shall be conducted at Landlord's expense, unless such inspections or tests reveal that Tenant has not complied with any Environmental Requirement, in which case Tenant shall reimburse Landlord for the reasonable cost of such inspection and tests. Landlord's receipt of or satisfaction with any environmental assessment in no way waives any rights that Landlord holds against Tenant.

Landlord represents and warrants to its current actual knowledge that there is no asbestos or other Hazardous Materials on the Premises or remainder of the Property.

31. **Rules and Regulations.** Tenant shall, at all times during the Lease Term and any extension thereof, comply with all reasonable rules and regulations at any time or from time to time established by Landlord covering use of the Premises and the Property. The current rules and regulations are attached hereto as Attachment 1. In the event of any conflict between said rules and regulations and other provisions of this Lease, the other terms and provisions of this Lease shall control. Landlord shall not have any liability or obligation for the breach of any rules or regulations by other tenants in the Property.

32. **Security Service.** Tenant acknowledges and agrees that, while Landlord may patrol the Property, Landlord is not providing any security services with respect to the Premises and that Landlord shall not be liable to Tenant for, and Tenant waives any claim against Landlord with respect to, any loss by theft or any other damage suffered or incurred by Tenant in connection with any unauthorized entry into the Premises or any other breach of security with respect to the Premises.

33. **Force Majeure.** Neither Landlord nor Tenant shall be held responsible for delays in the performance of its obligations hereunder when caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, delay in issuance of permits, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of Landlord or Tenant, as applicable ("Force Majeure"). The financial inability of a party shall not constitute Force Majeure.

34. **Entire Agreement.** This Lease constitutes the complete agreement of Landlord and Tenant with respect to the subject matter hereof. No representations, inducements, promises or agreements, oral or written, have been made by Landlord or Tenant, or anyone acting on behalf of Landlord or Tenant, which are not contained herein, and any prior agreements, promises, negotiations, or representations are superseded by this Lease. This Lease may not be amended except by an instrument in writing signed by both parties hereto.

35. **Severability.** If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby. It is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added, as a part of this Lease, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

36. **Brokers.** Tenant represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction and that no broker, agent or other person brought about this transaction, other than the broker, if any, set forth in the Operative Terms of this Lease, and Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction. Similarly, Landlord agrees to indemnify and hold Tenant harmless from and against any claims by any broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Landlord with regard to this leasing transaction, including those named in the Operative Terms of this Lease.

37. **Miscellaneous.**

(a) Any payments or charges due from Tenant to Landlord hereunder shall be considered rent for all purposes of this Lease.

(b) If and when included within the term "Tenant," as used in this instrument, there is more than one person, firm or corporation, each shall be jointly and severally liable for the obligations of Tenant.

(c) All notices required or permitted to be given under this Lease shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a reputable national overnight courier service, postage prepaid, or by hand delivery addressed to the parties at their addresses set forth on the first page of this Lease. Either party may by notice given aforesaid change its address for all subsequent notices or add an additional party to be copied on all subsequent notices. Except where otherwise expressly provided to the contrary, notice shall be deemed given upon delivery.

(d) Except as otherwise expressly provided in this Lease or as otherwise required by law, Landlord shall not unreasonably withhold, delay or condition any consent or approval.

(e) At Landlord's request from time to time in connection with a proposed sale or financing of the Property (but not otherwise and no more often than once a calendar year), Tenant shall furnish Landlord with true and complete copies of its most recent annual and quarterly financial statements prepared by Tenant or Tenant's accountants and any other financial information or summaries that Tenant typically provides to its lenders or shareholders. Landlord shall maintain all such information as confidential and shall not disclose to any third parties other than prospective lender providing financing for the Property or a prospective purchaser of the Property or attorneys, accountants and other third parties in connection with the ownership or operation of the Property, in either case, such third parties shall execute an instrument agreeing to use such information for the transaction related to the Property only and not to disclose to others, except as may be required to comply with law or court order.

(f) Neither this Lease nor a memorandum of lease shall be filed by or on behalf of Tenant in any public record. Landlord may prepare and file, and upon request by Landlord Tenant will execute, a memorandum of lease.

(g) The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any exhibits or amendments hereto.

(h) The submission by Landlord to Tenant of this Lease shall have no binding force or effect, shall not constitute an option for the leasing of the Premises, nor confer any right or impose any obligations upon either party until execution of this Lease by both parties.

(i) Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.

(j) Any amount not paid by Tenant within 5 days after its due date in accordance with the terms of this Lease shall bear interest from such due date until paid in full at the lesser of the highest rate permitted by applicable law or 15 percent per year. It is expressly the intent of Landlord and Tenant at all times to comply with applicable law governing the maximum rate or amount of any interest payable on or in connection with this Lease. If applicable law is ever judicially interpreted so as to render usurious any interest called for under this Lease, or contracted for, charged, taken, reserved, or received with respect to this Lease, then it is Landlord's and Tenant's express intent that all excess amounts theretofore collected by Landlord be credited on the applicable obligation (or, if the obligation has been or would thereby be paid in full, refunded to Tenant), and the provisions of this Lease immediately shall be deemed reformed and the amounts thereafter collectible hereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder.

(k) Construction and interpretation of this Lease shall be governed by the laws of the State of Texas, excluding any principles of conflicts of laws. Any action with respect to any dispute over or enforcement of this Lease shall be brought exclusively in the county in which the Property is located.

(l) Time is of the essence as to the performance of Tenant's and Landlord's obligations under this Lease.

(m) All attachments, addenda and exhibits attached hereto are hereby incorporated into this Lease and made a part hereof. In the event of any conflict between such exhibits or addenda and the terms of this Lease, such exhibits or addenda shall control.

(n) In the event either party hereto initiates litigation to enforce the terms and provisions of this Lease, the non-prevailing party in such action shall reimburse the prevailing party for its reasonable attorney's fees, filing fees, and court costs.

(o) Tenant agrees and understands that Landlord shall have the right (provided that the exercise of Landlord's rights does not adversely affect Tenant's use and occupancy of the Premises or subject Tenant to additional costs), without Tenant's consent, to place a solar electric generating system on the roof of the Building or enter into a lease for the roof of the Building whereby such roof tenant shall have the right to install a solar electric generating system on the roof of the Building.

(p) This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Lease. Execution copies of this Lease may be delivered by facsimile or email, and the parties hereto agree to accept and be bound by facsimile signatures or scanned signatures transmitted via email hereto, which signatures shall be considered as original signatures with the transmitted Lease having the same binding effect as an original signature on an original Lease. At the request of either party, any facsimile document or scanned document transmitted via email is to be re-executed in original form by the party who executed the original facsimile document or scanned document. Neither party may raise the use of a facsimile machine or scanned document or the fact that any signature was transmitted through the use of a facsimile machine or email as a defense to the enforcement of this Lease.

38. **Landlord's Lien/Security Interest.** Landlord hereby waives all contractual and statutory liens on all of Tenant's personal property, including furniture and equipment situated in or upon the Premises.

39. **Limitation of Liability of Partners and Officers of Landlord.** Any obligation or liability whatsoever of Landlord which may arise at any time under this Lease or any obligation or liability which may be incurred by it pursuant to any other instrument, transaction, or undertaking contemplated hereby shall not be personally binding upon, nor shall resort for the enforcement thereof be had to the property of, its limited partners, officers, employees or agents (nor of the shareholders, officers, employees or agents of its general partner) regardless of whether such obligation or liability is in the nature of contract, tort, or otherwise.

40. **Guaranty of Obligations.** As a material inducement for Landlord to enter into this Lease, Tenant shall deliver to Landlord a guaranty of Tenant's obligations under this Lease from Guarantors in the form attached hereto as Exhibit B.

41. **Additional Provisions:**

(i) Landlord shall reimburse Tenant up to \$800 for cost of Tenant's approved floor plan for the Premises within ten (10) days after Landlord receives a copy of the invoice showing such cost, and Landlord shall pay 100% for the cost to prepare mechanical, electrical and plumbing drawings and the final construction drawing documents for Landlord's Work as required on Addendum 5 attached hereto. Tenant will work with Landlord to create a mutually agreeable floor plan for the Premises, including the office.

(ii) Tenant shall have thirty (30) days after lease execution to finalize a mutually agreeable floor plan provided Landlord returns comments or approval for any proposed space plans within two (2) business days of receipt. Any delay past thirty (30) days shall reduce Tenant's

abated rent on a day by day basis. Landlord shall not unreasonably withhold, delay or condition approval.

(iii) Landlord represents and warrants and covenants (i) that it has good and indefeasible title to the Building and has full right, power and authority to enter into this Lease; (ii) that the Permitted Use, as contemplated by the provisions of the Lease, will not violate any covenants, conditions and restrictions encumbering the Property; and (iii) that, to the best of Landlord's actual knowledge, the Building is in compliance with all applicable laws, including, without limitation, applicable Americans with Disabilities Act ("ADA") as of the Date of Lease. Tenant shall have no obligation to make any repairs, alterations or improvements to the Premises or to reimburse Landlord for same as part of Operating Expenses or otherwise if such costs are incurred a result of the Premises or Building not being in compliance with applicable laws on the date of this Lease and Tenant shall not incur any costs or expenses, whether as part of Operating Expenses or otherwise, as a result of any Hazardous Materials in or about the Building or the Premises, except as provided in Section 30 of this Lease.

(iv) Tenant shall be entitled, at Tenant's sole cost and expense, to construct a fence in accordance with plans and specifications approved by Landlord (which approval shall not be unreasonably withheld or delayed) to enclose a portion of the parking area located west of the existing drive and fire lanes and immediately in front of the Premises, which enclosed area shall be used exclusively by Tenant for the purpose of secure storage of Tenant's equipment and vehicles as necessary to comply with applicable law.

[Signature page to follow.]

Exhibit 1 to Termination Agreement
RedAway Lease

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

TENANT:

RedAway, LLC

By: 

Name: Justin Smith

Title: CEO

LANDLORD:

Stepp/WCJ Investments, LLC, a Texas Limited
Liability Corporation

By: 

Name: Walt Jennings

Title: manager

Rules and Regulations

ATTACHED TO AND A PART OF THE LEASE AGREEMENT
BETWEEN Stepp/WCJ Investments, LLC and RedAway, LLC

Dated 9/3/13

1. The sidewalk, entries, and driveways of the Property shall not be obstructed by Tenant, or its agents, or used by them for any purpose other than ingress and egress to and from the Premises.
2. Tenant shall not place any objects, including antennas, outdoor furniture, etc., in the parking areas, landscaped areas or other areas outside of its Premises, or on the roof of the Property.
3. Except for seeing-eye dogs, no animals shall be allowed in the offices, halls, or corridors in the Property.
4. Tenant shall not disturb the occupants of the Property or adjoining buildings by the use of any radio or musical instrument or by the making of loud or improper noises.
5. If Tenant desires telegraphic, telephonic or other electric connections in the Premises, Landlord or its agent will direct the electrician as to where and how the wires may be introduced; and, without such direction, no boring or cutting of wires will be permitted. Any such installation or connection shall be made at Tenant's expense.
6. Explosives or other articles that are explosive in nature or similarly extra hazardous shall not be brought into the Property. Landlord hereby approves of (i) installation of an autoclave, boiler, compactor and related equipment to the medical waste sterilization and storage processes, subject to Landlord's approval of the plans for such installation (which approval shall not be unreasonably withheld or delayed) and subject to compliance with applicable law, and (ii) customary and usual office equipment, e.g., computers, telephones, all of the foregoing utilized in the operation of Tenant's business.
7. Parking any type of recreational vehicles is specifically prohibited on or about the Property. Further, parking any type of trucks, trailers or other vehicles in the Building (except to load/unload) is specifically prohibited. In the event that a vehicle is disabled, it shall be removed within 48 hours. There shall be no "For Sale" on or about any parked vehicle. All vehicles shall be parked in the designated parking areas in conformity with signs and other markings. Tenant, its employees, agents, contractors and invitees shall park only within the fenced area designated for Tenant's use, provided that Tenant shall have the right to park Tenant's refrigerated vehicles from time to time within the Premises, subject to compliance with applicable laws.
8. Tenant shall maintain the Premises free from rodents, insects and other pests.
9. Landlord reserves the right to exclude or expel from the Property any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs or who shall in any manner do any act in violation of the Rules and Regulations of the Property.
10. Landlord shall not be responsible to Tenant for any loss of property on the Premises, however occurring, or for any damage done to the effects of Tenant by the janitors or any other employee or person.
11. Tenant shall give Landlord prompt notice of any defects in the water, lawn sprinkler, sewage, gas pipes, electrical lights and fixtures, heating apparatus, or any other service equipment affecting the Premises, and common areas that are Landlord's responsibility to maintain pursuant to this Lease.
12. Tenant shall not permit storage outside the Premises, or dumping of waste or refuse or permit any harmful materials to be placed in any drainage system or sanitary system in or about the Premises. Notwithstanding the foregoing, Tenant may place its own dumpsters or trailers on the Property for temporary storage of waste product at locations reasonably approved by Landlord within Tenant's fenced area.
13. All moveable trash receptacles provided by the trash disposal firm for the Premises must be kept in the trash enclosure areas, if any, provided for that purpose.

Exhibit 1 to Termination Agreement
RedAway Lease

14. No auction, public or private, will be permitted on the Premises or the Property.
15. No awnings shall be placed over the windows in the Premises except with the prior written consent of Landlord.
16. The Premises shall not be used for lodging, sleeping or cooking (other than microwave ovens, beverage machines and vending machines for Tenant's employees) or for any immoral or illegal purposes or for any purpose other than that specified in the Lease. No gaming devices shall be operated in the Premises.
17. Intentionally omitted.
18. Tenant assumes full responsibility for protecting the Premises from theft, robbery and pilferage.
19. Tenant shall not install or operate on the Premises any machinery or mechanical devices of a nature not directly related to Tenant's business and shall keep all such machinery from emitting vibration, noise and air waves which are transmitted beyond the Premises and unreasonably disturb adjoining premises.
20. Tenant shall not permit smoking in the office areas of the Premises.
21. No racking or storage shall occur within 12-inches of demising walls, office and warehouse separation walls, exterior walls, and columns.

ADDENDUM 1

GROSS RENT ADJUSTMENTS

ATTACHED TO AND A PART OF THE LEASE AGREEMENT
BETWEEN Stepp/WCJ Investments, LLC and RedAway, LLC

Dated 4/3/13

Gross Rent shall equal the following amounts for the respective periods set forth below, provided that the amount of Gross Rent shall be subject to adjustment from time to time based upon actual Operating Expenses incurred by Landlord:

<u>Period</u>			<u>Monthly Gross Rent*</u>
Month 1	through	Month 3	FREE GROSS RENT
Month 4	through	Month 36	\$5,822.67
Month 37	through	Month 51	\$6,087.33

*Tenant shall be responsible for Tenant's Proportionate Share of increases in Operating Expenses during all periods after 2013 (or 2014 as to Taxes), unless otherwise specifically agreed in writing by Landlord

ADDENDUM 2

HVAC MAINTENANCE CONTRACT

ATTACHED TO AND A PART OF THE LEASE AGREEMENT
BETWEEN Stepp/WCJ Investments, LLC and RedAway, LLC

Dated 9/3/13

Paragraph 11, captioned "TENANT REPAIRS," is revised to add and include the following:

Tenant agrees to enter into and maintain through the term of the Lease, a regularly scheduled preventative maintenance/service contract for servicing all hot water, heating and air conditioning systems and equipment within the Premises. Landlord requires a qualified HVAC contractor perform this work. A certificate must be provided to the Landlord upon occupancy of the leased Premises.

The service contract must become effective within thirty (30) days of occupancy, and service visits shall be performed on a quarterly basis. Landlord suggests that Tenant send the following list to a qualified HVAC contractor to be assured that these items are included in the maintenance contract:

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

ADDENDUM 3

MOVE-OUT CONDITIONS

ATTACHED TO AND A PART OF THE LEASE AGREEMENT
BETWEEN Stepp/WCJ Investments, LLC and RedAway, LLC

Dated 9/3/13

With respect to Paragraph 21 of the Lease, Tenant shall surrender the Premises in the same condition as received, ordinary wear and tear, casualty loss, and condemnation covered by Paragraphs 15 and 16 excepted. The following list is designed to assist Tenant in the move-out procedures but is not intended to be all inclusive.

1. All lighting is to be placed into good working order. This includes replacement of bulbs, ballasts, and lenses as needed.
2. All truck doors and dock levelers shall be serviced and placed in good operating order. This would include the necessary replacement of any dented truck door panels and adjustment of door tension to insure proper operation. All door panels which are replaced need to be painted to match the building standard.
3. All structural steel columns in the warehouse and office shall be inspected for damage. Repairs of this nature should be pre-approved by the Landlord prior to implementation.
4. Heating/air-conditioning systems should be placed in good working order, including the necessary replacement of any parts to return the unit to a well maintained condition. This includes warehouse heaters and exhaust fans. Upon move-out, Landlord will have an exit inspection performed by a certified mechanical contractor to determine the condition. Landlord will accept normal wear on these items provided they appear to be in a maintained condition.
5. All holes in the sheetrock walls should be repaired prior to move-out.
6. The carpets and vinyl tiles should be in a clean condition and should not have any holes or chips in them. Landlord will accept normal wear on these items provided they appear to be in a maintained condition.
7. Facilities should be returned in a clean condition which would include cleaning of the coffee bar, restroom areas, windows, and other portions of the Premises.
8. Warehouse areas should be in a clean condition with all inventory and racking removed and the warehouse floor mechanically cleaned if necessary. There should be no protrusion of anchors from the warehouse floor and all holes should be appropriately patched. If machinery/equipment is removed, the electrical lines should be properly terminated at the nearest junction box.
9. All exterior windows with cracks or breakage should be replaced.
10. The Tenant shall provide to Landlord the keys for all locks on the Premises, including front doors, rear doors, and interior doors.
11. Items that have been added by the Tenant and affixed to the Building will remain the property of Landlord, unless agreed otherwise. This would include but is not limited to mini-blinds, air conditioners, electrical, water heaters, cabinets, flooring, etc. Notwithstanding anything to the contrary in this Lease, Tenant's equipment, including the autoclave, boiler and other equipment used in waste processing shall be remain the property of Tenant and may be removed at the expiration of the Term, regardless of attachment to the Premises, provided that Tenant shall repair all damage caused by such removal. Please note that if modifications have been made to the Premises, such as the addition of office areas, Landlord retains the right to have the Tenant remove any Tenant-Made Alterations at Tenant's expense in accordance with provisions of the Lease.

Exhibit 1 to Termination Agreement
RedAway Lease

12. All electrical systems should be in good working order, including the water heater. Faucets and toilets should not leak.
13. All plumbing fixtures should be in a safe condition that conforms to code. Bare wires and dangerous installations should be corrected prior to move-out.
14. All dock bumpers must be left in place and well secured.

ADDENDUM 4

RENEWAL OPTION

ATTACHED TO AND A PART OF THE LEASE AGREEMENT
BETWEEN Stepp/WCJ Investments, LLC and RedAway, LLC

Dated 9/3/13

- (a) Provided that as of the time of the giving of the Extension Notice and the Commencement Date of the Extension Term, (x) Tenant is the Tenant originally named herein or is a transferee pursuant to a Permitted Transfer, (y) Tenant actually occupies a substantial portion of the Premises initially demised under this Lease and any space added to the Premises, and (z) no Event of Default exists; then Tenant shall have the right to extend the Lease Term for an additional term of five (5) years (such additional term is hereinafter called the "Extension Term") commencing on the day following the expiration of the Lease Term (hereinafter referred to as the "Commencement Date of the Extension Term"). Tenant shall give Landlord notice (hereinafter called the "Extension Notice") of its election to extend the term of the Lease Term at least 6 months, but not more than 12 months, prior to the scheduled expiration date of the Lease Term.
- (b) The Gross Rent payable by Tenant to Landlord during the Extension Term shall be the then prevailing market rate for comparable space in the Property and comparable buildings in the vicinity of the Property, taking into account the size of the Lease, the length of the renewal term, market escalations and the credit of Tenant. The Gross Rent shall not be reduced by reason of any costs or expenses saved by Landlord by reason of Landlord's not having to find a new tenant for such premises (including, without limitation, brokerage commissions, costs of improvements, rent concessions or lost rental income during any vacancy period). In the event Landlord and Tenant fail to reach an agreement on such rental rate and execute the Amendment (defined below) at least 6 months prior to the expiration of the Lease, then Tenant's exercise of the renewal option shall be deemed withdrawn and the Lease shall terminate on its original expiration date, or Landlord or Tenant may, by written notice to the other party, cause the Gross Rent for the Extension Term to be conclusively determined as follows: Landlord and Tenant shall each select a commercial real estate broker with a minimum of 5 years experience in determining fair market rental values of commercial properties, including industrial properties, in Tarrant County, Texas, and the two real estate brokers that select a third commercial real estate broker similarly experienced in determining fair market rental values in Tarrant County, Texas, who shall determine the fair market rental rate for the Extension Term. Landlord and Tenant shall share equally in the cost of the third real estate broker. The Gross Rent for the Extension Term shall be subject to adjustment for the amount of Operating Expenses as provided in this Lease.
- (c) The determination of Gross Rent does not reduce the Tenant's obligation to pay or reimburse Landlord for Operating Expenses and other reimbursable items as set forth in the Lease, and Tenant shall reimburse and pay Landlord as set forth in the Lease with respect to such Operating Expenses and other items with respect to the Premises during the Extension Term with regard to any cap on such expenses set forth in the Lease.
- (d) Except for the Gross Rent as determined above, Tenant's occupancy of the Premises during the Extension Term shall be on the same terms and conditions as are in effect immediately prior to the expiration of the initial Lease Term; provided, however, Tenant shall have no further right to any allowances, credits or abatements or any options to expand, contract, renew or extend the Lease.
- (e) If Tenant does not give the Extension Notice within the period set forth in paragraph (a) above, Tenant's right to extend the Lease Term shall automatically terminate. Time is of the essence as to the giving of the Extension Notice.
- (f) Landlord shall have no obligation to refurbish or otherwise improve the Premises for the Extension Term. The Premises shall be tendered on the Commencement Date of the Extension Term in "as-is" condition.
- (g) If the Lease is extended for the Extension Term, then Landlord shall prepare and Tenant shall execute an amendment to the Lease confirming the extension of the Lease Term and the other provisions applicable thereto (the "Amendment").