

LEASE AGREEMENT

Between

**PH Office 2, LLC
as "Landlord"**

and

**Bayer HealthCare LLC
as "Tenant"**

Identification: Lease ABC1

BASIC LEASE INFORMATION

Lease Date: ~~September~~ ^{October} 5, 2015

Tenant: Bayer HealthCare LLC

Tenant's Address and Tenant Contact: Bayer HealthCare LLC
100 Bayer Boulevard
Whippany, New Jersey 07981
Attention: Ken Accardi

With copy to: Bayer HealthCare LLC
100 Bayer Boulevard
Whippany, New Jersey 07981
Attention: Law & Patents

With copy to:
Before Lease Commencement Bayer HealthCare LLC
210 S.E. 34th Street, Suite 20
Bentonville, Arkansas 72712
Attention: Kyden Reeh

With copy to:
After Lease Commencement Bayer HealthCare LLC ⁶²⁰
510 W.J.B. Hunt Drive, Suite 600
Rogers, Arkansas 72758
Attention: Kyden Reeh

Landlord: PH Office 2, LLC

Landlord's Address: PH Office 2, LLC
3333 Pinnacle Hills Parkway, Suite 602
Rogers, Arkansas 72758
Attn: Mr. Tom Allen, CCIM

With copy and rental payments to: PH Office 2, LLC
3333 Pinnacle Hills Parkway, Suite 602
Rogers, Arkansas 72758
Attn: Accounts Receivable

Landlord Contact: Tom Allen; Telephone: (479) 845-3500

Premises:	As indicated by the area on Exhibit A attached to the Lease, situated on the 6 th floor in the building commonly known as PH Office 2, LLC (the " Building ") located at 5100 W. J.B. Hunt Drive, Suite 600 Rogers, Arkansas 72758. The Premises consists of approximately Fourteen Thousand Six Hundred Forty Two (14,642) usable square feet and Seventeen Thousand Ninety (17,090) rentable square feet. Prior to the Commencement Date, the area of the Premises shall be measured by Core Architects and validated by Nielsen Architects utilizing, ANSI/BOMA Z65.1-1996 (the "BOMA Method"). After such measurements have been measured and validated, Landlord shall insert the rentable square feet of the Premises and Tenant's Proportionate Share in Exhibit D (Memorandum Of Acceptance Of Delivery Of Premises).
Primary Term:	The primary term (Primary Term) shall end on the last day of the seventy-seventh (77 th) full month. However, Tenant shall have the right to extend the term to ninety (90) months within fourteen (14) days of the Commencement Date (hereinafter defined) by providing notice to the Landlord.
Commencement Date:	Lease shall commence on the commencement date (" Commencement Date ") which shall be the date after the following occurs, (i) Landlord has substantially completed the Tenant Improvements and receives its "Final Inspection" approval from the City of Rogers; (Tenant shall have access during Landlord's construction period to install its voice and data wiring), (ii) Landlord provides notice to Tenant that construction has been completed; and (iii) Within two (2) days of notice, Tenant will commence installation of its furniture and equipment. Tenant will be provided eight (8) business days to install its furniture and equipment, and (iv) Tenant or its agents will then apply for a certificate of occupancy and a business license which are required by the City of Rogers.
Base Rent:	The rental rate for the first year of the Primary Term is \$24.50 per rentable square foot, which includes operating expenses, utilities, insurance and taxes, and is net of janitorial services. The rental rate shall increase annually by two percent (2%).
Rent Commencement Date:	<p>Rent commences on the first day of the sixth (6th) full month of the Primary Term. If Rent Commencement date falls on a date other than the first (1st) day of a month, Tenant shall make its first rent payment to Landlord by the first (1st) day of the first (1st) full month plus the prorated amount of the previous month's rent.</p> <p>In the event Tenant elects to extend the Primary Term to ninety (90) months, Base Rent shall commence on the first day of the 7th full month of the Primary Term.</p>
Security Deposit:	Waived
Tenant's Proportionate	7.5% which is the percentage obtained by dividing (i) the 17,090


Share rentable square feet in the Premises by (ii) the 226,468 total rentable square feet in the Building. Tenant's Proportionate Share shall be adjusted in accordance with the Premises paragraph above.

Broker or Agent: Marshall Saviers with Sage Partners represents the Tenant and Tom Allen with Pinnacle Realty Group represents the Landlord.

The foregoing Basic Lease Information is incorporated into and made a part of the Lease identified above. If any conflict exists between any Basic Lease Information and any provisions contained elsewhere in the Lease, then the Basic Lease Information shall control.


LANDLORD:

PH OFFICE 2, LLC

By: 
Name: Tim Graham
Title: President

TENANT:

BAYER HEALTHCARE LLC

By: 
Name: Andrew Warbler
Title: VP US Sales



LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into by **PH Office 2, LLC**, an Arkansas limited liability company ("Landlord"), and **Bayer HealthCare LLC**, ("Tenant");

1. PREMISES AND TERM.

In consideration of the mutual obligations of Landlord and Tenant set forth herein, Landlord leases to Tenant, and Tenant hereby leases from Landlord, the Premises situated within the County of Benton, State of Arkansas, more particularly described and indicated by the improved area on **Exhibit A** attached hereto and incorporated herein by reference which consist of approximately Seventeen Thousand Ninety (17,090) rentable square feet (the "**Premises**") which Premises constitute a portion of the Building, together with all rights, privileges, easements, appurtenances, and amenities belonging to or in any way pertaining to the Premises, to have and to hold, subject to the terms, covenants and conditions in this Lease.

A. Primary Term and Renewal Options. The primary term of this Lease (the "**Primary Term**") shall commence on the Commencement Date and shall end on the last day of the seventy seventh (77th) full month. In the event that the Commencement Date is delayed past January 1, 2016 for any reason by circumstances within Landlord's control, the Tenant shall be granted an abatement of rent equal to one (1) day of abatement for each day of delay. In the event Lease Commencement has not occurred by April 1, 2016 Tenant shall have the right to terminate the lease. This date shall be moved forward one day for each day of Tenant Delay. The Primary Term shall end on the last day of the seventy seventh (77th) full month. Tenant shall have the right to extend the term to ninety (90) months within twenty-one (21) days of Commencement Date by providing Notice to Landlord.

Provided that Tenant is not in default hereunder beyond applicable notice and cure periods, either at the time of the exercise of this option referenced herein, or at the time that the Renewal Term would otherwise commence but for such default beyond applicable notice and cure periods, Landlord hereby grants to Tenant options ("**Options**") to extend this Lease on all or part of the Premises (with Landlord approval for an extension for part of the Premises, as provided below), for two (2) additional five (5) year terms (each, a "**Renewal Term**"), commencing on the date the previous Term expires, upon the same terms and conditions as set forth in this Lease. Tenant may exercise each Option by giving Landlord written notice of its intention not more than three hundred sixty-five (365) days and not less than one hundred eighty (180) days before the expiration of the Primary Term of this Lease or any subsequent Renewal Term. Landlord shall, within thirty (30) days after Tenant's delivery of Tenant's notice to exercise, deliver notice to Tenant setting forth Landlord's reasonable and good-faith determination of the annual Base Rent payable by Tenant during the Renewal Term ("**Option Rent Notice**"). Should Tenant decide to exercise an Option for anything less than the then full size of the Premises, such Option to exercise is contingent upon both the Tenant and the Landlord reasonably agreeing on the location of a new demising wall (which shall be at the expense of the Tenant) so that the remaining space of the former Premises is reasonably marketable by Landlord. "**Fair Market Value**" shall mean and refer to the annual base rental rate at which non-equity tenants will be leasing non-sublease, non-equity space on a full service gross basis with adjustments to reflect size, location, quality, free rent, all out-of-pocket monetary concessions, inducements being granted, any tenant improvement allowance and/or tenant improvements provided for such space. Within fifteen (15) days after receipt of the Option Rent Notice from Landlord advising Tenant of the Option Rent for the Renewal Term, Tenant shall either (i) give Landlord final binding written notice ("**Binding Renewal Notice**") of Tenant's acceptance of such rate, or (ii) if Tenant disagrees with Landlord's determination, provide Landlord with written notice of rejection (the "**Rejection Notice**"). If Tenant fails to provide Landlord

with either a Binding Renewal Notice or Rejection Notice within such fifteen (15) day period, Tenant shall be irrevocably deemed to have accepted Landlord's designation of the Option Rent for the Renewal Term. If Tenant timely delivers a Rejection Notice to Landlord, Landlord and Tenant shall work together reasonably and in good faith to attempt to agree upon the Option Rent for the Renewal Term. If Landlord and Tenant are unable to agree upon the Fair Market Value rent for the Renewal Term within thirty (30) days after the date upon which Tenant provides Landlord with a Rejection Notice, then each party shall select a reputable, licensed MAI appraiser experienced in the rental market for the metropolitan area where the Premises is located (for purposes of this section, the "**Appraiser(s)**"), and such two Appraisers will attempt to reach a consensus as to such Fair Market Value rent, and failing to do so within 30 days shall appoint a third Appraiser to make his or her final determination by selecting the Fair Market Value rent determined by either the Tenant's or the Landlord's Appraiser. If the Landlord's Appraiser and the Tenant's Appraiser are unable to agree on the selection of the third Appraiser, such selection may be made upon application of either Landlord or Tenant to the then President or top officer of the Northwest Arkansas CCIM Chapter. Such determination by such Appraisers shall be binding on the parties. The Option Rent determined pursuant to the above procedures shall be used for purposes of establishing the Base Rent during the Renewal Term. Each party shall pay its own Appraiser and the two parties shall split the cost of the third Appraiser, if applicable.

B. Plans and Specification for Landlord's Building. If Tenant so requests, Landlord shall deliver a copy of all base building core and shell construction documents to Tenant (the "Building Plans").

C. Landlord's Work. Landlord shall construct the "Landlord's Work", which shall be the Building Core & Shell as outlined in Exhibit B-1. All such work shall be performed in a good and workmanlike manner and shall comply with all applicable laws including the American with Disabilities Act ("**ADA**") and all related federal and state statutes. Landlord represents and warrants that (i) it has, at its sole expense, secured all necessary permits and approvals in connection with the construction of the shell Building, common areas and installation of all Building systems and equipment as shown in the Building Plans, (ii) the Building site is zoned for use as commercial office space and is appropriate for Tenant's Permitted Use as specified herein.

D. Tenant Improvements. Landlord shall construct the improvements for the Premises (the "Tenant Improvements") in accordance to a mutually approved set of architectural plans that will include a schedule of all finishes within the Premises attached hereto as Exhibit B. All such work shall be performed in a good and workmanlike manner and shall comply with all applicable laws including the American with Disabilities Act ("**ADA**") and all related federal and state statutes. Landlord shall credit Tenant a tenant improvement allowance in the amount of up to Seventy-two Dollars and 22/100 Cents (\$72.22) per rentable square foot of the Premises totaling One Million Two Hundred Thirty Four Thousand Two Hundred Thirty Nine and 80/100 Cents (\$1,234,239.80) (the "Improvement Allowance"). In the event Tenant elects to extend the Primary Term to ninety (90) months Landlord shall credit Tenant an Improvement Allowance in the amount up to eight-four dollar and forty-two cents (\$84.42) per rentable square foot of the Premises totaling One Million Four Hundred Forty Two Thousand Seven Hundred Thirty Seven and 80/100 cents (\$1,442,737.80). The amount of the Tenant Improvement Allowance that is provided by the Landlord shall be in accordance with the Premises paragraph in the Basic Lease Information section of the Lease. It is expressly agreed that Tenant shall be responsible for all costs of the Tenant Improvements in excess of the Improvement Allowance unless such cost is due to a Landlord requested change order. Tenant may employ the services of a professional Project Manager to be approved by Landlord which approval shall not be unreasonably withheld, delayed or conditional, which Project Manager may be paid out of the Improvement Allowance. Tenant may not utilize the Improvement Allowance for telecom, cabling, security

system, furniture, fixtures, equipment (this shall not exclude building capital equipment, i.e. HVAC, light fixtures, electrical, etc), signage (code compliant signage, i.e. exit and emergency signs shall be permitted), or moving costs. Landlord shall select contractors licensed in the state of Arkansas, to provide the work and materials to construct the Tenant Improvements. Tenant will provide at its option all construction drawings that are adequate to secure a building permit or finish drawings that are adequate for Landlord to develop construction drawings. Tenant shall provide either construction drawings by September 21, 2015 or finish drawings by August 21, 2015. If Tenant provides finish drawings, Landlord's agent, Core, will develop construction drawings for \$3.00 per useable square foot. Landlord's agent Crossland Construction Company, Inc. will act as a general contractor. The fee assessed will be \$36,000.00 for general conditions and a six (6%) percent fee (four (4%) percent overhead and two (2%) percent profit). This amount will be added to subcontractor bids. Crossland shall competitively bid to at least three (3) subcontractors for each trade. Tenant or its agents shall have right to review all bids.

E. Memorandum of Acceptance of Delivery. Landlord shall prepare and Tenant shall execute and deliver to Landlord a Memorandum of Acceptance of Delivery of the Premises in the form attached hereto as **Exhibit D within five (5) days after** occupancy of Premises.

F. Lease Binding Upon Execution. Notwithstanding the fact that the Primary Term of this Lease does not commence until the Commencement Date, this Lease shall nevertheless be binding upon the parties in accordance with its terms when executed by Landlord and Tenant.

G. Early Termination. Tenant shall have the option to terminate the Lease effective at the end of the fifty first (51st) month of the Primary Term. Tenant shall exercise such option by providing the Landlord with written notice no less than six (6) months prior to the effective termination date, which date shall be contained in Tenant's exercise notice. Should Tenant exercise such option during the Primary Term, Landlord shall, within thirty (30) days, provide a notice containing the Termination Fee (hereinafter defined). Tenant shall, within sixty (60) days following Landlord's receipt of Tenant's notice to terminate, reimburse Landlord for the unamortized Improvement Allowance and Broker's commission ("Termination Fee") amortized with an annual interest rate of seven percent (7.0%).

H. Surrender and Termination. At the termination of the Lease by lapse of time or otherwise, Tenant shall surrender the Premises in as clean and good condition and repair as when Tenant took possession, ordinary wear and tear excepted. If Landlord is required to restore the Premises to such condition, then Tenant shall pay the cost thereof to Landlord upon demand. Tenant shall not remove any fixtures or improvements that have become an integral part of the Premises without Landlord's prior written consent. Tenant shall repair any damage to the Premises caused by removal of any property. Tenant shall be required to restore any fascia damaged due to Tenant's signage. All of such removal and restoration shall be accomplished at Tenant's expense on or before the expiration or earlier termination of this Lease.

2. BASE RENT AND SECURITY DEPOSIT

Base Rent-Tenant shall pay to Landlord base rent "Base Rent" for the Premises during the term of this Lease in monthly installments, payable in advance on the first day of every month without notice, demand, offset or deduction, except as otherwise provided herein; provided, however, that in the event the term shall commence on a date other than the first day of a month, then the monthly installment for the first month of the term shall be pro-rated accordingly and such pro-rated installment for the first month shall be payable with and in addition to the monthly installment due on the first day of the full month following commencement of the term (the date the first monthly installment of Base Rent is due) whether the term shall have commenced on a date other than the first day of a month or not. If Base Rent has not

been paid by the 10th of the month in which it is due, 2% of the monthly payment will be assessed as a late charge. The amount of each such installment shall be equal to the following:

Months	Monthly Base Rent	Per Rentable Square Foot Per Annum
1-5	\$0.00	\$0.00
6-17	\$34,892.08	\$24.50
18-29	\$35,589.93	\$24.99
30-41	\$36,302.01	\$25.49
42-53	\$37,028.33	\$26.00
54-65	\$37,768.90	\$26.52
66-77	\$38,523.71	\$27.05

Landlord shall provide Notice to Tenant up to two (2) times each calendar year in the event Landlord has not received Base Rent by the fifth (5th) of the month.

Security Deposit – Intentionally Deleted

3. TAXES.

A. Landlord agrees to pay all real property taxes and special assessments (collectively referred to herein as "Taxes") that accrue against the Premises, and/or the Land and/or improvements of which the Premises are a part. Property taxes incurred in any year during the lease term which exceed the taxes on the property during the "Base Year", will be passed through to building tenants based on a pro-rata square footage basis. The Base Year shall be the calendar year of 2016 or such later year to the extent the assessment for the Building and Land does not reflect the value of the completed Building and Premises as contemplated hereunder. For any year in which Landlord invoices Tenant for excess property taxes, Tenant shall have a right to inspect the books and records of the property within one hundred eighty (180) days of receipt of such invoice with respect to such account. Tenant waives any right to audit after one hundred eighty (180) days.

B. Tenant shall be liable for all taxes levied or assessed against any personal property or fixtures placed in the Premises. If any such taxes are levied or assessed against Landlord or Landlord's property and (i) Landlord pays the same or (ii) the assessed value of Landlord's property is increased by inclusion of such personal property and fixtures and Landlord pays the increased taxes, then, upon demand Tenant shall pay to Landlord such taxes.

4. OPERATING EXPENSES.

Operating expenses (as defined herein) incurred in any year during the lease term which exceed the operating expenses on the Building for the Base Year (2016) (the "Base Year") will be passed through to the Building tenants on a prorata basis. Operating Expenses shall be adjusted to reflect the Operating

Expenses of the project as though ninety-five percent (95%) were occupied at all times (including the Base Year). Tenant's pro-rata share of building expenses shall be calculated as the resultant percentage based on the rentable square footage of the Building as the denominator and tenant's rentable square footage as the numerator. The term "Operating Expense" as used herein means the actual ordinary and reasonable costs and expenses incurred by or on behalf of Landlord for each calendar year that occurs wholly or partially during the Initial Term or any Renewal Term because of or in connection with the ownership, management, maintenance, repair, replacement, restoration or operation of the Real Property, including all costs and expenses paid or incurred by Landlord for operating, equipping, policing and protecting, lighting, utilities, heating, air-conditioning, providing sanitation and other services, providing a public address system, insuring, repairing, replacing and maintaining the Building. Tenant shall not be responsible for the cost of any capital improvements or replacements unless such improvements or replacements directly reduce Tenant's Operating Expenses over the remainder of the term of Tenant's lease, in which event such costs shall be amortized on a straight-line basis over their useful life determined in accordance with generally accepted accounting principles or industry guidelines or standards, ie: ASHRAE for HVAC equipment. If such capital improvement or replacement is directly caused as a result of Tenant's negligence such costs shall be amortized over the remainder of the term of the Tenant's Lease as agreed upon between tenant and landlord. Controllable Operating Expenses (defined as all Operating Expenses other than property taxes and insurance) shall not increase by more than five percent (5%) annually following Tenant's Base Year.

For the calendar year commencing on January 1st of the first calendar year after the Base Year and for each calendar year thereafter during the Term, Landlord shall estimate the amount the Operating Expenses shall increase for such calendar year above the Operating Expenses incurred during the Base Year. Landlord shall send to Tenant a written statement of the amount of Tenant's Proportionate Share of any estimated increase in Operating Expenses and Tenant shall pay to Landlord, monthly as Additional Rent, Tenant's prorata share of such increase in Operating Expenses. Within ninety (90) days after the end of each calendar year, Landlord shall send an annual statement of Operating Expenses, which shall be accounted for and reported in accordance with generally accepted accounting principles (the "Annual Statement") to Tenant. Pursuant to the Annual Statement, Tenant shall pay to Landlord Additional Rent in a lump sum as owed or Landlord shall adjust Tenant's Rent payments if Landlord owes Tenant a credit, such payment or adjustment to be made within thirty (30) days after the Annual Statement is received by Tenant.

Notwithstanding anything in this Lease to the contrary, Operating Expenses shall not include any of the following: (i) expenses for capital improvements except as expressly provided in this Section 4; (ii) costs (in excess of Landlord's insurance deductible) of repairs, restoration, replacements or other work occasioned by fire, windstorm or other casualty of an insurable nature (whether such destruction be total or partial), or the negligence or intentional tort of Landlord, or any subsidiary or affiliate of Landlord, or any representative, employee or agent of same; (iii) interest and amortization of funds borrowed by Landlord, whether secured or unsecured, and other financing costs; (iv) depreciation of the Building; (v) leasing commissions; (vi) costs, fines, interest, penalties, legal fees or costs of litigation incurred due to the late payments of taxes, utility bills and other costs incurred by Landlord's failure to make such payments when due; (vii) costs incurred (less cost of recovery) for any items to the extent covered by a manufacturer's, materialmen's, vendor's or contractor's warranty; (viii) income, excess profits, franchise taxes or other such taxes imposed on or measured by the income of Landlord from the operation of the Building; (ix) costs of Landlord's defense of lawsuits against Landlord and any judgments or costs of settlement; (x) legal fees and other costs (including prepayment of any indebtedness) incurred in connection with any mortgaging, financing, refinancing, sale, change of ownership or entering into or extending or modifying any financing,

ground lease or any other lease or sublease to, or assumed by, directly or indirectly, Landlord, Landlord's agents or Landlord's affiliates; (xi) the costs of services or items provided by Landlord's affiliates to the extent that such costs exceed reasonable and customary charges for such services or items in the market area; (xii) acquisition or leasing costs of sculpture, paintings or other objects of art; (xiii) accounting fees, other than those incurred in connection with the preparation of statements required pursuant to the provisions of this Lease; (xiv) costs and expenses (including court costs, attorneys' fees and disbursements) related to or in connection with disputes with any holder of a mortgage or by or among any persons having an interest in the Landlord or the Building; (xv) consulting costs and expenses paid by Landlord unless such costs and expenses result in a reduction of Operating Expenses or property taxes; (xvi) any costs incurred in connection with the investigation or remediation of any Hazardous Materials (as specified in Section 24 of this Lease) located in, on, under or about the Premises as of the date hereof or any Hazardous Materials stored, used or released in, on, under or about the Premises after the date hereof, and any cost incurred in connection with any government investigation, order, proceeding or report with respect thereto (unless such materials were introduced in the Premises by Tenant, its invitees or guests); (xvii) costs incurred in connection with a sale, lease or transfer (including testamentary transfers) of all or any part of the Building or any interest therein, or of any interest in Landlord, or in any person comprising, directly or indirectly, Landlord or in any person having an equity interest, directly or indirectly in Landlord; (xviii) the cost of any "tap fees" or one-time lump sum sewer or water connection fees for the Building payable in connection with the initial construction of the Building; (xix) any costs, fines or penalties incurred as a result of a violation by Landlord of any legal requirements; (xx) all costs and expenses (including services and utilities) payable directly by Tenant; (xxi) costs of repairing, replacing or otherwise correcting defects (but not the costs of repair or normal wear and tear) in the initial construction of the Building; (xxii) any tax other than property taxes required to be paid by the Tenant as specified in this Lease; (xxiii) costs of initial construction of the Building, including all project costs; (xxiv) costs and expenses incurred by Landlord associated with the operation of the business of the legal entity or entities which constitute Landlord (as opposed to operation of the Building); (xxv) charitable or political contributions; (xxvi) any other costs or expenses which, under generally accepted accounting principles consistently applied, would not be a normal and customary expense in comparable office buildings in the market area; (xxvii) costs of compliance with any laws (including without limitation, laws governing fire, life safety and disabilities) enacted or in effect and applicable to the Building as of the date hereof and cost of compliance with any present and future laws (including without limitation, laws governing fire, life safety and disability) affecting structural walls, roof, columns and common areas of the Building; and (xxix) costs of any items for which Landlord is reimbursed.

Tenant and its representatives shall have the right to examine and review Landlord's books and records pertaining to Operating Expenses ("Tenant's Review"), at Tenant's expense, one time during each calendar year (it is agreed that Tenant or its agents can conduct this review remotely via computer/telephone and Landlord shall use reasonable efforts to cooperate) provided that (i) Tenant provides Landlord with written notice of its election to conduct Tenant's Review no later than six (6) months following Tenant's receipt of the Annual Statement. Tenant and the person(s) conducting Tenant's Review agree that they will not divulge the contents of Landlord's books and records or the result of their examination to any other person, including any other tenant in the Building, other than Tenant's attorneys, accountants, employees and consultants who have need of the information for purposes of administering this Lease for Tenant or as otherwise required by law or in connection with legal proceedings. In the event that Tenant's Review demonstrates that Landlord has overstated Operating Expenses, Landlord shall reimburse Tenant for any overpayment of Tenant's Proportionate Share of such Operating Expenses within thirty (30) days of Landlord's receipt of reasonably sufficient documentation of such overstatement from Tenant. In the event that Tenant's Review demonstrates that Landlord has understated Operating

Expenses, Tenant shall promptly reimburse Landlord for any underpayment of Tenant's Proportionate Share of such Operating Expenses. In the event that Tenant's Review indicates that Operating Expenses were overstated by more than five percent (5%), then Landlord shall reimburse Tenant for the reasonable cost of such audit.

5. LANDLORD'S REPAIRS AND MAINTENANCE.

Tenant understands and agrees that Landlord's maintenance, repair and replacement obligations are limited to those expressly set forth in this Paragraph 5 and in Paragraph 11 herein. Landlord, at its own cost and expense, shall make all repairs and replacements to the Building (including Building fixtures and equipment) and Common Areas as required to keep such areas in good operating condition and repair, except for the specific repairs and replacements that Tenant must make under this Lease. Landlord, at its expense and not as part of Operating Expenses shall be responsible only for repair and replacement of the roof, foundation, the exterior walls of the Building, interior structural walls, all structural components, common areas of the Building, grounds, walkways, windows, and the Building Systems, reasonable wear and tear excluded. The term "walls" as used herein shall not include any components that are part of Tenant Improvements. For purposes of this Lease, the term "Building Systems" shall mean any plant, machinery, transformer, duct work, cable, wires and other equipment, facilities and systems designed to supply heat, ventilation, air-conditioning and humidity or any other services or utilities, or comprising or serving as a component or portion of the electrical, gas, plumbing, sprinkler, communication, alarm, security, or fire/life/safety systems or equipment, for the Building or the Premises, excluding, however, any equipment, computer, electronic, cabling or other systems associated with Tenant's specific design and use of the Premises. Tenant shall promptly give Landlord written notice of defect or need for repairs after which Landlord shall have reasonable opportunity to repair same or cure such defect.

Tenant shall have access to qualified maintenance personnel who shall be available to service the Building and the Premises as needed. In the event that such personnel are requested to attend to maintenance issues that are the responsibility of Landlord hereunder, there shall be no charge to Tenant. In the event that such personnel are requested to attend to maintenance issues that are the responsibility of Tenant, Landlord shall charge, and Tenant shall pay, fifty dollars (\$50.00) per hour, with a one hour minimum, for work performed by such personnel. Tenant shall reimburse Landlord for the cost of using such personnel upon (i) delivery and receipt of invoice(s) and (ii) confirmation that said repairs are complete.

6. TENANT'S REPAIRS AND MAINTENANCE.

Tenant, at its own cost and expense, shall (i) maintain all parts of the usable Premises it occupies in good, neat, clean sanitary and operable condition and (ii) promptly make all necessary repairs and replacements to the usable Premises in a good and workmanlike manner. In addition to the foregoing, Tenant shall, at its sole expense, repair any damage to the Premises or the Building caused by the negligent or intentional acts or omissions of Tenant or Tenant's employees, agents or invitees, or caused by Tenant's default hereunder. Notwithstanding the foregoing, Landlord shall be responsible to maintain all Mechanical, Electrical and Plumbing Systems that serve the Premises. Tenant shall be responsible for the maintenance of Tenant's appliances not attached to the Premises (ice maker, refrigerator, microwave, etc.).

7. ALTERATIONS.

Tenant shall not make any alterations, additions or improvements to the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. If such improvements will affect the base building structure, Landlord may deny approval. Tenant shall have the right to use Landlord approved contractors or its own contractors (Landlord shall approve any contractor.) and there shall be no overhead or supervision fee charged by Landlord. Tenant shall provide Landlord with copies of drawings for any such alterations to be completed by Tenant or Tenant's contractors. Tenant, at its own cost and expense, may erect such shelves, machinery and trade fixtures as it desires provided that: (i) such items do not alter the basic character of the Premises or the Building and/or improvements of which the Premises are a part; (ii) such items do not overload or damage the Premises, the Building or such improvements; (iii) such items may be removed without injury to the Premises; and (iv) the construction, erection or installation thereof complies with all applicable governmental laws, ordinances, and regulations. All alterations, additions, improvements and partitions erected by Tenant shall be and remain the property of Tenant during the Term of this Lease. All shelves, machinery and trade fixtures installed by Tenant shall be removed on or before the earlier to occur of the date of termination of this Lease or vacating of the Premises by Tenant, at which time Tenant shall restore the Premises to their original condition, ordinary wear and tear excepted. All alterations, installations, removals and restoration shall be performed in a good and workmanlike manner so as not to damage or alter the primary structure or structural qualities of the Building and other improvements situated on the Premises or of which the Premises are a part. Notwithstanding anything to the contrary contained herein, it is agreed that the use of and access to the roof of the Building is expressly reserved to Landlord and is expressly denied to Tenant. Except as provided in Exhibit B, or in a writing executed by Landlord, Tenant shall not penetrate the roof of the Building in any manner, nor install or construct any alterations, additions or improvements thereon, nor otherwise use or occupy the roof at any time during the Term hereof.

8. SIGNS.

During the Term of this Lease, including any renewal or extension thereof, Tenant shall be permitted, at Tenant's cost and expense, to install and display [per **Exhibit E**] signage containing Tenant's corporate name and logo, provided that such signage shall comply with all applicable laws, and upon the expiration or earlier termination of this Lease, Tenant shall, at its sole cost and expense, remove such signage and in a good and workmanlike manner, restore the area containing such signage to the condition existing immediately prior to the installation of the signage. Tenant shall affix and maintain a sign, per Building standards to be provided by Landlord, containing Tenant's corporate name and logo adjacent to the entry door of the Premises. Landlord shall maintain a directory strip listing Tenant's name in the lobby directory of the Building. Any additional signage, or other decorations, advertising media, blinds, draperies, window treatments, bars, and security installations Tenant desires for the Premises shall be subject to Landlord's prior written approval, such approval not to be unreasonably withheld. Tenant shall repair, paint, and/or replace the Building fascia surface to which its signs are attached upon vacation of the Premises, or the removal or alteration of its signage, all at Tenant's sole cost and expense. Any signage specific to Tenant shall be at Tenant's sole cost and expense. Except as expressly provided in this Section 8. Tenant shall not (i) make any changes to the exterior of the Premises, (ii) install any exterior lights, decorations, balloons, flags, pennants, banners or painting, or (iii) 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. All signs, decorations, advertising media, blinds, draperies and other window treatment or bars or other security installations visible from outside the Premises shall conform in all respects to the criteria established by Landlord and to the requirements of all covenants, conditions and restrictions applicable to the Premises and the Building.

9. SERVICES.

Landlord shall furnish Tenant while occupying premises the following services on all days except as otherwise stated:

(a) Water, including cold water from mains for drinking, lavatory and toilet purposes drawn through fixtures installed by Landlord (including any fixtures within the Premises installed as part of the Landlord's Work), or by Tenant with Landlord's written consent, and water for lavatory purposes from the regular Building supply at the prevailing temperature. Tenant shall not waste or permit the waste of water.

(b) Heating and air conditioning (collectively referred to as "Temperature Control"), when necessary in Landlord's reasonable judgment, for normal comfort in Premises from 7:00 a.m. to 6:00 p.m. Monday through Friday, and 8:00am – 12:00pm on Saturday. Should Tenant require heating and air conditioning after hours, Tenant shall have the ability to override the system for one hour intervals at no additional charge. Wherever heat generating machines or equipment are used in Premises which affect the temperature otherwise maintained by the air conditioning system, Landlord reserves the right to install supplementary air conditioning units in Premises and the cost, operation and maintenance thereof shall be paid by Tenant to Landlord at reasonable rates. Tenant may provide Temperature Control seven days per week, twenty four hours per day, in one room designated by Tenant for Tenant's computer and communications equipment, including without limitation, Tenant's computer servers. Tenant shall be responsible for the installation (under Landlord supervision and with Landlord approval) and maintenance of equipment providing the additional Temperature Control in such room.

(c) At an additional expense to Tenant, and only if requested by Tenant, Janitorial services may be arranged by Landlord through a third-party janitorial service. Tenant shall not be permitted to provide janitorial services without Landlord's prior written consent, such consent not to be unreasonably withheld, and then, only by a janitor contractor or employee at all times satisfactory to Landlord and subject to the supervision of Landlord. Any such service provider, contractor or employee permitted by Landlord shall be at Tenant's sole responsibility and expense.

(d) Electrical current for standard Building lighting fixtures provided by Landlord and for ordinary purposes connected with the use of Premises set forth in Paragraph 13.

(e) Electrical lighting services and heating and air conditioning for all public areas and special service areas of Building in the manner and to the extent reasonably deemed by Landlord to be standard

(f) Passenger elevator service in common with Landlord and other Tenants, twenty-four hours, seven days a week.

(g) Tenant shall have electronic key access to the Building 24 hours 7 days per week. The number of access cards initially requested by Tenant shall be provided to Tenant without charge, but each replacement card thereafter requested shall be provided at a charge of twenty five dollars (\$25.00). The building will remain unlocked Monday through Friday from 7:00 a.m. to 6:00 p.m. Management personnel will be available from 8:00 a.m. to 5:00 p.m. on weekdays excluding public holidays, and on a 24-hour basis for emergency calls.

Landlord does not warrant that any service will be free from interruptions caused by repairs, renewals, improvements, changes of service, alterations, strikes, lockouts, labor controversies, civil

commotion, riot, terrorist acts, accidents, inability to obtain electrical power, fuel, water, supplies or labor or other cause beyond the reasonable control of Landlord. No such interruption of service shall be deemed an eviction or disturbance of Tenant's use and possession of Premises or any part thereof, or render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this Lease. Tenant hereby waives and releases all claims against Landlord for damages for interruption or stoppage or service due to a cause beyond the reasonable control of Landlord. Notwithstanding the foregoing, in the event of an interruption of any service that renders the Premises untenable, Tenant shall promptly notify Landlord of such interruption and any rent payable hereunder or a portion of the Premises, shall be abated until such service is restored and Premises or the affected portion of Premises are tenantable.

In the event that by agreement with Tenant, Landlord furnishes extra or additional services to be paid for by Tenant, a failure to pay for such services within thirty days after notice shall, ipso facto, authorize Landlord, in Landlord's discretion and without further notice, to discontinue such services and terminate any agreement for services. The money due for services shall be deemed additional rental due hereunder and the same shall be subject to all of the provisions pertaining to the payment of rental.

10. INSURANCE

A. Landlord shall maintain insurance covering the Building of which the Premises are a part in an amount not less than the "replacement cost" thereof insuring against the perils and costs of Fire, Lightning, Extended Coverage, Vandalism and Malicious Mischief and such other insurance as Landlord shall deem necessary.

B. Tenant, at its own expense, shall maintain during the Term of this Lease a policy or policies of worker's compensation and comprehensive general liability insurance, including personal injury and property damage, in the amount of Two Million Dollars (\$2,000,000.00) for property damage and Four Million Dollars (\$4,000,000.00) per occurrence for personal injuries or deaths of persons occurring on the Premises. Tenant, at its own expense, also shall maintain during the Term of this Lease fire and extended coverage insurance covering the replacement cost of all Tenant Improvements within the Premises. Said policies shall (i) name Landlord as an additional insured, (ii) be issued by an insurance company which is licensed to do business in the state where the Building is located, (iii) provide that said insurance shall not be canceled unless thirty (30) days prior written notice shall have been given to Landlord. All insurance policies carried by Tenant hereunder shall expressly provide (by endorsement or otherwise) that Landlord's rights thereunder shall be assignable to Landlord's mortgagee who shall be shown as an additional insured thereon. Said policy or policies or certificates thereof shall be delivered to Landlord by Tenant upon the Commencement Date of the Lease and upon each renewal of said insurance.

C. Tenant will not permit the Premises to be used for any purpose or in any manner that would (i) void the insurance thereon, (ii) increase the insurance risk, or (iii) cause the disallowance of any sprinkler or other safety credits, including without limitation, use of the Premises for the receipt, storage or handling of any product, material or merchandise that is explosive or highly inflammable. If any increase in the cost of any insurance on the Premises or the Building of which the Premises are a part is caused by Tenant's use of the Premises, or because Tenant vacates the Premises, then Tenant shall pay the amount of such increase to Landlord.

11. FIRE AND CASUALTY DAMAGE.

A. If the demised Premises should be damaged or destroyed by fire or other peril, Tenant immediately shall give written notice to Landlord. If the Building of which the Premises are a part should be totally destroyed, or if they should be so damaged thereby that, in Landlord's reasonable opinion (which opinion shall be communicated to Tenant in writing within thirty days following such damage), rebuilding or repairs cannot be completed within one hundred twenty (120) days after the first date of such damage, this Lease shall terminate upon notice of either party to the other and the rent shall be abated during the unexpired portion of this Lease effective the date of such damage.

B. Except as provided in Section 11(C) of this Lease, if the Building of which the Premises are a part should be damaged by any peril, and in Landlord's reasonable opinion (which opinion shall be communicated to Tenant in writing within thirty days following such damage), rebuilding or repairs can be and are substantially completed within one hundred twenty (120) days after the first date of such damage, this Lease shall not terminate, and Landlord shall restore the Premises to the level of Building standard finishes. Effective upon the date of the occurrence of such damage and ending upon substantial completion, if the Premises are untenable in whole or part during such period, the rent shall be reduced or abated entirely to such extent as necessary to reflect the portion of the Premises reasonably available for Tenant's use. If such repairs and rebuilding have not been substantially completed within one hundred twenty (120) days after the first date of such damage (subject to Force Majeure Delays [hereinafter defined] or one hundred fifty (150) days if Force Majeure Delays are included and any delays caused by Tenant or its employees, agents or contractors), Tenant, as Tenant's exclusive remedy, may terminate this Lease by delivering written notice of termination to Landlord in which event the rights and obligations hereunder shall cease and terminate (except as expressly provided to the contrary herein).

C. Notwithstanding Sections 11(A) and 11(B) of this Lease, if 30 percent or more of the rentable space of the Premises is damaged or destroyed for any reason, then Tenant may terminate this Lease by providing written notice of termination to Landlord and the rent shall be abated during the unexpired portion of this Lease effective the date of such damage. If Tenant elects not to terminate the Lease, then rent shall be abated by the percent that the damaged usable space of the Premises bears to the total usable space of the Premises until the Premises is restored to the condition prior to the damage.

D. Notwithstanding anything herein to the contrary (i) in the event Landlord reasonably determines that it would be required to expend a sum greater than the net insurance proceeds actually received by Landlord with respect to the damage in question in connection with Landlord's repair and restoration obligations hereunder, then Landlord shall have the right to terminate this Lease by delivering written notice of termination to Tenant within fifteen (15) days after such determination (this fifteen (15) day period should not be greater than ten (10) days after Landlord's insurance provider advises Landlord of its settlement), whereupon all rights and obligations hereunder shall cease and terminate (except as expressly provided to the contrary herein); and (ii) in the event the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises requires that the insurance proceeds be applied to such indebtedness, then Landlord shall have the right to terminate this Lease by delivering written notice of termination to Tenant within fifteen (15) days after such requirement is made known by any such holder, whereupon all rights and obligations hereunder shall cease and terminate (except as expressly provided to the contrary herein).

E. With exception to gross negligence or willful misconduct, Landlord and Tenant hereby waive and release each other (but only to the extent of the insurance coverage required to be maintained by the respective parties hereunder) of and from any and all rights of recovery, claim, action or cause of action, against each other, their agents, officers and employees, for any liability, loss or damage that may

occur to the Premises, improvements or the Building of which the Premises are a part, or personal property (building contents) within the Building and/or Premises as the result of any fire or other casualty required to be insured against under this Lease. Each party to this Lease agrees immediately after execution of this Lease to give each insurance company, which has issued to it policies of fire and extended coverage insurance, written notice of the terms of the mutual waivers contained in this subparagraph and to have the insurance policies properly endorsed to reflect such waivers.

12. LIABILITY AND INDEMNIFICATION.

EXCEPT FOR ANY CLAIMS, RIGHTS OF RECOVERY AND CAUSES OF ACTION THAT TENANT HAS RELEASED, LANDLORD SHALL HOLD TENANT HARMLESS AND DEFEND TENANT, ITS AGENTS, EMPLOYEES, CONTRACTORS, PARTNERS, DIRECTORS, OFFICERS AND ANY AFFILIATES OF THE ABOVE-MENTIONED PARTIES (COLLECTIVELY, THE "TENANT AFFILIATES") AGAINST ANY AND ALL OBLIGATIONS, , SUITS, LOSSES, JUDGMENTS, ACTIONS, DAMAGES, CLAIMS OR LIABILITY (INCLUDING, WITHOUT LIMITATION, ALL COSTS, ATTORNEYS' FEES, AND EXPENSES INCURRED IN CONNECTION THEREWITH,) FOR ANY INJURY OR DAMAGE TO ANY PROPERTY OR PERSON IN, ON OR ABOUT THE PREMISES OR ANY PART THEREOF AND/OR THE BUILDING OF WHICH THE PREMISES ARE A PART, WHEN SUCH INJURY OR DAMAGE SHALL BE CAUSED BY THE ACT, NEGLIGENCE, FAULT, OR OMISSION OF ANY DUTY WITH RESPECT TO THE SAME BY LANDLORD, ITS AGENTS, SERVANTS AND EMPLOYEES, UNLESS THE INDEMNIFIED LOSS IS CAUSED WHOLLY OR IN PART BY TENANT'S GROSS NEGLIGENCE OR INTENTIONAL ACTS, IN WHICH EVENT THIS INDEMNITY SHALL NOT APPLY TO THE ALLOCABLE SHARE OF SUCH LOSS RESULTING FROM TENANT'S GROSS NEGLIGENCE OR INTENTIONAL ACTS. IF ANY CLAIM IS MADE AGAINST TENANT OR TENANT'S AFFILIATES IN CONNECTION WITH LOSSES ALLEGEDLY CAUSED BY LANDLORD, LANDLORD, AT ITS SOLE COST AND EXPENSE, SHALL DEFEND ANY SUCH CLAIM, SUIT OR PROCEEDING BY OR THROUGH ATTORNEYS SATISFACTORY TO TENANT.

EXCEPT FOR ANY CLAIMS, RIGHTS OF RECOVERY AND CAUSES OF ACTION THAT LANDLORD HAS RELEASED, TENANT SHALL HOLD LANDLORD HARMLESS AND DEFEND LANDLORD, ITS AGENTS, EMPLOYEES, CONTRACTORS, PARTNERS, DIRECTORS, OFFICERS AND ANY AFFILIATES OF THE ABOVE-MENTIONED PARTIES (COLLECTIVELY, THE "LANDLORD AFFILIATES") AGAINST ANY AND ALL OBLIGATIONS, , SUITS, LOSSES, JUDGMENTS, ACTIONS, DAMAGES, CLAIMS OR LIABILITY (INCLUDING, WITHOUT LIMITATION, ALL COSTS, ATTORNEYS' FEES, AND EXPENSES INCURRED IN CONNECTION THEREWITH,) FOR ANY INJURY OR DAMAGE TO ANY PROPERTY OR PERSON IN, ON OR ABOUT THE PREMISES OR ANY PART THEREOF AND/OR THE BUILDING OF WHICH THE PREMISES ARE A PART, WHEN SUCH INJURY OR DAMAGE SHALL BE CAUSED BY THE ACT, NEGLIGENCE, FAULT, OR OMISSION OF ANY DUTY WITH RESPECT TO THE SAME BY TENANT, ITS AGENTS, SERVANTS AND EMPLOYEES, UNLESS THE INDEMNIFIED LOSS IS CAUSED WHOLLY OR IN PART BY LANDLORD'S GROSS NEGLIGENCE OR INTENTIONAL ACTS, IN WHICH EVENT THIS INDEMNITY SHALL NOT APPLY TO THE ALLOCABLE SHARE OF SUCH LOSS RESULTING FROM LANDLORD'S GROSS NEGLIGENCE OR INTENTIONAL ACTS. IF ANY CLAIM IS MADE AGAINST LANDLORD OR LANDLORD'S AFFILIATES IN CONNECTION WITH LOSSES ALLEGEDLY CAUSED BY TENANT, TENANT, AT ITS SOLE COST AND EXPENSE, SHALL DEFEND ANY SUCH CLAIM, SUIT OR PROCEEDING BY OR THROUGH ATTORNEYS SATISFACTORY TO LANDLORD.

THE PROVISIONS OF THIS PARAGRAPH 12 SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE WITH RESPECT TO ANY CLAIMS OR LIABILITY OCCURRING PRIOR TO SUCH EXPIRATION OR TERMINATION.

13. USE.

The Premises shall be used only for Tenant's business offices affiliated with Tenant's services and for such other lawful purposes as may be incidental thereto. Outside storage, including without limitation, storage of trucks and other vehicles is prohibited without Landlord's prior written consent. Tenant shall comply with (i) all governmental laws, ordinances and regulations applicable to the use and occupancy of the Premises, and promptly shall comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon, or connected with, the Premises, all at Tenant's sole expense, (ii) the requirements of all deed restrictions, restrictive covenants and other covenants, conditions and restrictions affecting the Building and/or the Land, and (iii) the requirements of all Landlord's Rules and Regulations as set forth in **Exhibit C**, and all reasonable amendments thereto which are not in conflict with the provisions of this Lease (collectively referred to as the "Rules and Regulations"). Tenant shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise or vibrations to neither emanate from the Premises, nor take any other action that would constitute a nuisance or would disturb, unreasonably interfere with, or endanger Landlord or any other lessees of the Building of which the Premises are a part. **TENANT EXPRESSLY ACKNOWLEDGES THAT SMOKING IS NOT PERMITTED IN THE PREMISES OR WITHIN 25 FEET OF THE BUILDING. SMOKING IS PERMITTED ONLY IN THE LANDLORD PROVIDED AND DESIGNATED SMOKING AREA.**

14. INSPECTION.

Landlord and Landlord's agents and representatives shall have the right to enter the Premises at any time, upon twenty-four (24) hour notice, to (i) inspect the Premises, (ii) make such repairs as may be required or permitted pursuant to this Lease, and (iii) show the Premises to prospective purchasers of, or parties who are anticipated to provide financing with respect to, the Building. Notwithstanding the foregoing, Landlord shall have the right to enter the Premises at any time, without notice to Tenant, in case of an emergency posing a threat to persons or property. During the period that is three (3) months prior to the end of the Lease Term, upon telephonic notice to Tenant delivered at least two business days in advance, Landlord and Landlord's representatives may enter the Premises during business hours for the purpose of showing the Premises.

15. ASSIGNMENT AND SUBLETTING

A. Tenant shall have the right at any time to sublease or assign all or any portion of Tenant's Premises to any affiliate or successor company subject to any restrictions in place. Entity must have net worth of at least \$100,000,000.00. Tenant shall have the right to sublet all or any portion of Tenant's Premises to any company with Landlord's prior written approval or consent, which shall not be unreasonably withheld or delayed. If Landlord does not respond within ten (10) business days, consent is deemed to occur. Additionally, all rights, privileges and obligations of the Lease between Landlord and Tenant are assumable by any subtenant with equal or greater credit worthiness and Landlord approval which approval shall not be unreasonably withheld. In the event that the Tenant receives rent from a subtenant that is greater than the Base Rent, Tenant is obligated to pay fifty percent (50%) of any amount greater than the Base Rent to the Landlord within thirty (30) days of receipt by Tenant.

B. If this Lease is assigned to any person or entity pursuant to the provisions of the United States Bankruptcy Code, 11 U.S.C. § 101 et. seq. (the "Bankruptcy Code"), any and all monies or other consideration payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord and shall not constitute property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any and all monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid or delivered to Landlord. Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code, shall be deemed, without further act or deed, to have assumed all of the obligations arising under this Lease on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Landlord an instrument confirming such assumption.

16. PARKING.

Parking is shared in the Building's parking lot with other tenants of the Building; however, Landlord confirms that Tenant shall be entitled to the use of not less than four and one half (4.5) parking spaces per 1,000 rentable square feet of the Premises, with the exception of Tenant's layout room (if any), at no charge to Tenant during the term of this Lease. The Building will not provide any exclusive reserved spaces for any tenant use with the exception of the Landlord and its affiliated entities which shall be limited to six (6) reserved parking spaces. In the event Landlord grants any other tenants or occupants of the building exclusive reserved spaces, Tenant shall be provided an equivalent ratio.

17. CONDEMNATION.

If more than fifty percent (50%) of the Premises are taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by a conveyance in lieu thereof, and the taking prevents or materially interferes with the use of the Premises for the purpose for which they were leased to Tenant, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective on the date of such taking. If less than fifty percent (50%) of the Premises are taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by a conveyance in lieu thereof, this Lease shall not terminate, but the rent payable hereunder during the unexpired portion of this Lease shall be reduced to such extent as may be fair and reasonable under all of the circumstances. All compensation awarded in connection with or as a result of any of the foregoing proceedings shall be the property of Landlord, and Tenant hereby assigns any interest in any such award to Landlord; provided, however, Landlord shall have no interest in any award made to Tenant for loss of business or goodwill or for the taking of Tenant's fixtures and improvements or value of Tenant's leasehold interest.

18. HOLDING OVER.

At the termination of this Lease by its expiration or otherwise, Tenant immediately shall deliver possession of the Premises to Landlord with all repairs and maintenance required herein to be performed by Tenant completed. If, for any reason, Tenant retains possession of the Premises or any part thereof after such termination, or fails to complete any repairs required hereby, then Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes either (i) the creation of a month to month tenancy, upon the terms and conditions set forth in this Lease, or (ii) creation of a tenancy at sufferance, upon the terms and conditions set forth in this Lease; provided, however, that the monthly rental or daily rental under

(ii) shall, in addition to all other sums which are to be paid by Tenant hereunder, whether or not as additional rent, be equal to one hundred fifty (150) percent of the rental being paid monthly to Landlord under this Lease in addition to Tenant's proportionate share of Operating Expenses and Real Estate Taxes immediately prior to such termination (prorated in the case of (ii) on the basis of a 365-day year for each day Tenant remains in possession). If no such notice is served, then a tenancy at sufferance shall be deemed to be created at the rent in the preceding sentence. In addition, if such holding over by Tenant extends more than three (3) months after the date of Lease termination, Tenant shall also pay to Landlord all damages sustained by Landlord resulting from retention of possession by Tenant, including the loss of any proposed subsequent tenant for any portion of the Premises. The provisions of this paragraph shall not constitute a waiver by Landlord of any right of re-entry as herein set forth; nor shall receipt of any rent or any other act in apparent affirmance of the tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the terms, covenants, or obligations herein on Tenant's part to be performed. No holding over by Tenant, without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided. The preceding provisions of this Paragraph 18 shall not be construed as consent for Tenant to retain possession of the Premises in the absence of written consent thereto by Landlord.

19. QUIET ENJOYMENT.

Landlord has the authority to enter into this Lease and so long as Tenant pays all amounts due hereunder and performs all other covenants and agreements herein set forth, Tenant shall peaceably and quietly have, hold and enjoy the Premises for the Term hereof without hindrance from Landlord or anyone claiming through Landlord, subject to the provisions of this Lease.

20. EVENTS OF DEFAULT.

The following events (herein individually referred to as an "Event of Default") each shall be deemed to be an event of default by Tenant under this Lease:

A. Tenant shall fail to pay any installment of the Base Rent when due, or any other payment or reimbursement to Landlord required herein when due, and such failure shall continue for a period of five (5) business days from the date of Landlord's written notice to Tenant of such failure.

B. The Tenant or any guarantor of the Tenant's obligations hereunder shall: (i) become insolvent; (ii) admit in writing its inability to pay its debts; (iii) make a general assignment for the benefit of creditors; (iv) commence any case, proceeding or other action seeking to have an order for relief entered on its behalf as a debtor, except for bona fide disputes with creditors regarding amounts due or owing, or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, 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; or (v) take any action to authorize or in contemplation of any of the set forth in this Paragraph.

C. The concurrence of both: (a) Any case proceeding or other action against the Tenant or any guarantor of the obligations hereunder shall be commenced seeking: (i) to have an order for relief entered against it to adjudicate it a bankrupt or insolvent; (ii) reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors; (iii) appointment of a receiver, trustee, custodian or other similar official

for it or for all or any substantial part of its property; and (b) such case, proceeding or other action (i) results in the entry of an order for relief against it which is not fully stayed within seven (7) business days after the entry thereof or (ii) shall remain undismissed for a period of forty-five (45) days.

D. Intentionally Deleted.

E. Tenant shall fail to discharge or bond any lien placed upon the Premises in violation of **Paragraph 23** hereof within twenty (20) days after any such lien or encumbrance is filed against the Premises, provided such default shall be held in abeyance during such time as Tenant is actively contesting the lien in good faith.

F. Tenant shall fail to comply with any term, provision or covenant of this Lease (other than those listed above in this **Paragraph 20**), and shall not cure such failure within thirty (30) days after written notice thereof to Tenant (or if the failure cannot be corrected, through the exercise of reasonable diligence, within such 30-day period, if Tenant does not commence to correct same within such 30-day period and thereafter diligently prosecute same to completion).

G. Tenant, its bankruptcy trustee, or any entity authorized by court order to act on behalf of Tenant, shall reject this Lease under 11 U.S. C. sec. 365(a) or any other provision of Title 11 of the United States Code, or the deemed rejection of this Lease by operation of law under 11 U.S.C. sec. 365(d)(4). Any such rejection of this Lease terminates this Lease, without notice of any kind to Tenant, effective on the later of: (1) the date Tenant vacates the Premises following such rejection; (2) the date the Bankruptcy Court with jurisdiction over Tenant's bankruptcy case enters an order on its docket authorizing Tenant to reject this Lease; or (3) the date this Lease is deemed rejected under 11 U.S.C. sec. 365(d)(4).

21. REMEDIES.

A. Upon each occurrence of an Event of Default, Landlord shall have the option to pursue, any one or more of the following remedies and/or any other remedies to which Landlord is entitled at law or in equity:

(1) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to do so, Tenant shall indemnify Landlord for all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the Premises or otherwise, including any loss of rental for the remainder of the Term.

(2) If the Event of Default relates to nonpayment of Base Rent or any other monetary sum due hereunder, terminate this Lease, in which event Tenant's default shall be deemed a total and entire breach of Tenant's obligations under this Lease and Tenant immediately shall become liable for damages in an amount equal to the excess of (i) the total rental for the remainder of the Term, discounted at the Prime Rate (hereinafter defined) to the then present value, together with all other expenses incurred by Landlord in connection with Tenant's default, all sums due pursuant to Paragraph 21B below, and the unpaid rental due as of the date of termination, over (ii) the fair market rental value of the Premises for the balance of the Term, discounted at the Prime Rate to the then present value. For the purposes of clause (i) above, the components of monthly rent (other than Base Rent) for the remainder of the Term shall be deemed to be equal to the respective monthly amounts as were due and payable during the month in which the Lease was terminated. It is acknowledged, intended and agreed that the amounts which Landlord is entitled to recover

under this Paragraph 21A(2) constitute liquidated damages and not a penalty for Tenant's defaults related to nonpayment of rental. Such amounts constitute the parties' best, good faith, and reasonable estimate of the damages which would be suffered by Landlord in the event any such default occurs, the exact amount of such damages being difficult or impractical to calculate.

(3) Enter upon and take possession of the Premises by legal process without terminating this Lease and without being liable for prosecution or any claim for damages therefore, and Landlord may relet the Premises as Tenant's agent and receive the rental therefore, in which event Tenant shall pay to Landlord on demand all sums due pursuant to Paragraph 21B below, together with any deficiency that may arise by reason of such reletting.

(4) Do whatever Tenant is obligated to do under this Lease and enter the Premises without being liable for prosecution or any claim for damages therefor, to accomplish such purpose. Tenant shall reimburse Landlord immediately upon demand for any expenses which Landlord incurs in thus effecting compliance with this Lease on Tenant's behalf, together with interest thereon at the highest lawful rate from the date Landlord incurs the expense in question until Landlord is reimbursed therefor.

(5) Require Tenant to pay any rental in advance of each month during the Term by certified or cashier's check or electronic transfer.

(6) With notice, alter the locks and any other security device or devices which allow Tenant access to the Premises or the Building of which the Premises form a part, and Landlord shall not be required to provide a new key or right of access to Tenant, and restrict or terminate any right to use parking facilities associated with the Building as well as utility services to the Premises.

B. Upon the occurrence of an Event of Default, in addition to any other sum provided to be paid herein, Tenant also shall be liable for and shall pay to Landlord: (i) brokers' fees incurred by Landlord in connection with reletting the whole or any part of the Premises, (ii) the costs of removing and storing Tenant's or other occupant's property, (iii) the costs of repairing, altering, remodeling or otherwise putting the Premises into condition acceptable to a new tenant or tenants; (iv) all reasonable expenses incurred in marketing the Premises and (v) all reasonable expenses incurred by Landlord in enforcing or defending Landlord's rights and/or remedies. If either party hereto institutes any action or proceeding to enforce any provision hereof by reason of any alleged breach of any provision of this Lease, the prevailing party shall be entitled to receive from the losing party all reasonable attorneys' fees and all court costs in connection with such proceeding.

C. In the event Tenant fails to make any payment due hereunder within (5) business days from the date of Landlord's written notice to Tenant that such payment is past due, to help defray the additional cost to Landlord for processing such late payments, Tenant shall pay to Landlord on demand a late charge in an amount equal to five percent (5%) of such payment; and the failure to pay such amount within five (5) days after demand therefor shall be an additional Event of Default hereunder. 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 liquidated damages or as limiting Landlord's remedies in any manner.

D. 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 by Landlord, whether by

agreement or by operation of law, it being understood that such surrender can be affected only by the written agreement of Landlord and Tenant. Either party's exercise of any right or remedy shall not prevent it from exercising any other right or remedy hereunder granted or otherwise available. Tenant and Landlord further agree that forbearance by either party to enforce its rights pursuant to this Lease, at law or in equity, shall not be a waiver of such party's right to enforce one or more of its rights in connection with that or any subsequent default.

E. The term "Prime Rate" as used herein shall mean the per annum "prime rate" of interest as published, on the date on which this Lease is terminated in accordance with this Paragraph 21, by The Wall Street Journal, Southwest Edition, in its listing of "Money Rates," or if The Wall Street Journal is not published on the date on which this is terminated then the "prime rate" of interest as published in The Wall Street Journal on the most recent date prior to the date on which this Lease is so terminated.

F. Intentionally Deleted.

G. If Landlord repossesses the Premises pursuant to the authority herein granted, then Landlord shall have the right to (i) keep in place and use or (ii) remove and store, all of the furniture, fixtures and equipment at the Premises, including that which is owned by or leased to Tenant at all times prior to any repossession thereof by any owner thereof or third party having a lien thereon. Landlord also shall have the right to relinquish possession of all or any portion of such furniture, fixtures, equipment and other property to any person ("Claimant") who presents to Landlord a copy of any instrument represented by Claimant to have been executed by Tenant (or any predecessor of Tenant) granting Claimant the right under various circumstances to take possession of such furniture, fixtures, equipment or other property, without the necessity on the part of Landlord to inquire into the authenticity or legality of said instrument. The rights of Landlord herein stated shall be in addition to any and all other rights that Landlord has or may hereafter have at law or in equity; and Tenant stipulates and agrees that the rights herein granted Landlord are commercially reasonable.

H. Notwithstanding anything in this Lease to the contrary, all amounts payable by Tenant to or on behalf of Landlord under this Lease, whether or not expressly denominated as rent, shall constitute rent.

I. This is a contract under which applicable law excuses Landlord from accepting performance from (or rendering performance to) any person or entity other than Tenant, except as otherwise required by the terms and conditions of this Lease, including but not limited to an assignment, subletting or other transfer consented to by Landlord.

22. MORTGAGES.

Tenant accepts this Lease subject and subordinate to any mortgages and/or deeds of trust now or at any time hereafter constituting a lien or charge upon the Premises or the improvements situated thereon or the Building of which the Premises are a part; provided, however, that if the mortgagee, trustee, or holder of any such mortgage or deed of trust ("Mortgagee") elects to have Tenant's interest in this Lease superior to any such instrument, then by notice to Tenant from such mortgagee, trustee or holder, this Lease shall be deemed superior to such lien, whether this Lease was executed before or after said mortgage or deed of trust. Tenant, at any time hereafter on demand, shall execute such reasonable instruments, releases or other documents that may be requested by any mortgagee, trustee or holder for the purpose of subjecting and subordinating this Lease to the lien of any such mortgage or deed of trust provided such documents contain commercially reasonable non-disturbance language and do not

adversely affect Tenant's rights or increase Tenant's obligations under this Lease. If any future mortgagee or beneficiary under a mortgage or deed of trust hereafter placed upon the Building desires to subordinate its mortgage or deed of trust to this Lease, Tenant agrees that it shall promptly execute such instruments as may be reasonably requested by such mortgagee or beneficiary in order to effect such subordination provided such documents contain commercially reasonable non-disturbance language and do not adversely affect Tenant's rights or increase Tenant's obligations under this Lease. Building presently has a construction loan. Landlord intends to secure permanent financing shortly after the building construction is completed. Landlord shall use commercially reasonable efforts to secure a commercially reasonable SNDA from any future lender(s).

23. MECHANIC'S LIENS.

Tenant has no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever 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 any and all loss, cost or expense based on or arising out of asserted claims or liens in connection with services or materials provided on behalf of Tenant against the leasehold estate or against the right, title and interest of the Landlord in the Premises or under the terms of this Lease. Tenant agrees to give Landlord immediate written notice of the placing of any lien or encumbrance against the Premises.

24. HAZARDOUS MATERIALS.

A. Tenant shall never incorporate into, or dispose of, at, in or under the Premises, the Building or the Land on which the Building is located (collectively, the "Property") any toxic or hazardous materials (as defined hereafter). Tenant further agrees not to use at, place in, or store at the Premises any toxic or hazardous materials, except for those toxic or hazardous materials that are either (a) office supplies or (b) kitchen cleaning materials that are generally considered to be a household cleaner and are purchased in a container not larger than one (1) gallon and then only if (i) all such toxic or hazardous materials, supplies and materials are properly labeled and contained, (ii) all such toxic or hazardous materials are stored, handled, transported and disposed of in accordance with highest accepted industry standards and all applicable laws, rules and regulations, and (iii) if a material safety data sheet is required under applicable laws to accompany the toxic or hazardous materials, supplies or materials, a copy of such current material safety data sheet is provided to Landlord. For purposes of this Lease, "toxic or hazardous materials" shall mean hazardous or toxic chemicals or any materials containing hazardous or toxic chemicals at levels or content which cause such materials to be classified as hazardous or toxic as then prescribed by the highest industry standards or by the then current levels or content as set from time to time by the U.S. Environmental Protection Agency ("EPA") or the U.S. Occupational Safety and Health Administration ("OSHA") or as defined under 29 CFR 1910 or 29 CFR 1925 or other applicable governmental laws, rules or regulations. In the event there is a spill of a toxic or hazardous materials (other than permitted office supplies and kitchen cleaning supplies) by Tenant or Tenant's employees, agents or invitees at the Premises, the Building or the Land, Tenant shall notify Landlord of the method, time and procedure for any clean-up and removal of such toxic or hazardous materials; and, Landlord shall have the right to require reasonable changes in such method, time or procedure. In the event there is a spill of a toxic or hazardous material that comes from office supplies in the Premises, Tenant shall notify Landlord if

the spill would in any way endanger or pose a threat to Tenant's employees, Building maintenance or custodial personnel, other Building tenants or the general public. In the event of any breach of this provision by Tenant of any contamination of the Premises, the Building or the Land, by Tenant, Tenant shall pay all costs for the removal or abatement or clean-up of any toxic or hazardous materials at the Premises, the Building and the Land. If any lender or governmental agency shall ever require testing during the Term of this Lease to ascertain whether or not there has been any release of hazardous materials by Tenant, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional charges if it is determined that Tenant caused a release of hazardous materials. In addition, Tenant shall execute affidavits, representations and the like from time to time at Landlord's request concerning Tenant's best knowledge and belief regarding the presence of hazardous substances or materials on the Premises. In all events, Tenant shall indemnify Landlord in the manner elsewhere provided in this Lease from any release of hazardous materials if caused by Tenant or persons acting under Tenant.

B. Landlord represents and warrants that to its knowledge (a) the Property is free from any toxic or hazardous materials; (b) no toxic or hazardous materials have been stored in, under, on or around the Property, whether in barrels, tanks (above or below ground), equipment, or other containers, or spilled, deposited or released, or located in or on land, water, sumps, or in any other part of the Property, or incorporated into structures or otherwise existing thereon; and (c) the Property and operations thereon are not in violation of any law, regulation, or order relating to environmental protection, and no governmental entity has issued any notice claiming that the Property or any operation or condition thereon, violates any such law or is otherwise in need of repair or cleanup thereunder. If toxic or hazardous materials are discovered at some later date in, under, on or about the Property, which was not caused by Tenant or Tenant's employees, agents or invitees, the Landlord will be liable for all costs and expenses associated with regulatory requirements to eliminate such problems. Landlord shall indemnify, defend and hold harmless Tenant, and Tenant's employees, agents and invitees, from and against any and all obligations (including removal and remedial actions), losses, claims, suits, judgments, liabilities, penalties, damages (including consequential and punitive damages), costs and expenses (including reasonable attorneys' and consultants' fees and expenses) of any kind or nature whatsoever arising out of or in connection with any deposit, spill, discharge or other release of any toxic or hazardous materials that is not caused by Tenant or Tenant's employees, agents or invitees.

C. This Paragraph 24 shall survive the expiration or any termination of this Lease.

25. USE OF BUILDING NAME.

Tenant shall not, except to designate the Tenant's business address (and then only in a conventional manner, without emphasis or display), use the name HUNT VENTURES, or any other simulation or abbreviation of such name for any purpose whatsoever. Landlord shall have the right to change the name of the Building at any time. Tenant will discontinue using any such name and any simulation or abbreviation thereof for the purpose of designating Tenant's business address within thirty (30) days after the Landlord notifies Tenant that the Building is no longer known by such name.

26. RULES OF BUILDING.

Tenant shall comply, and cause Tenant's agents, employees, invitees and visitors to comply fully with all requirements of the rules of the Building which may be reasonably made by Landlord, and any reasonable amendments or modifications thereto which do not conflict with the terms of this Lease. The Rules and Regulations of Building are attached hereto as **Exhibit C** and made a part of this Lease.

27. COMMISSION AGREEMENT.

Sage Partners represents Tenant in this real estate transaction. Pinnacle Realty Group represents Landlord in this transaction. A separate agreement will be executed between Sage Partners and Pinnacle Realty Group.

28. MISCELLANEOUS

A. 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.

B. The terms, provisions and covenants contained in this Lease shall run with the land and shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, executors, personal representatives, legal representatives, successors and assigns, except as otherwise herein expressly provided. Landlord shall have the right to transfer and assign, in whole or in part, its rights and obligations in the Building and property that are the subject of this Lease. Upon any Landlord's conveyance of the Building or the Land, and the assignment of its rights under this Lease, to another party ("Successor"), such Landlord shall be released from future obligations hereunder and the Successor shall become the "Landlord" hereunder from and after the date of any such conveyance and assignment and shall thereafter have all of the rights and obligations of the Landlord hereunder in accordance with the terms hereof, during the period of its ownership of the Building.

C. Except as contained herein, neither party shall be held responsible for delays in the performance of its obligations hereunder when caused by material shortages, weather, acts of God, labor disputes or other causes beyond the reasonable control of such party (collectively, the "Force Majeure Delays").

D. Tenant agrees, from time to time, within thirty (30) days after request by Landlord and Landlord providing a draft estoppel certificate, to deliver to Landlord or Landlord's designee, an estoppel certificate stating (1) that this Lease is in full force and effect, (2) the date to which rent is paid, (3) that (if true) there is no default on the part of Landlord or Tenant under this Lease, to the best of Tenant's knowledge (4) that (if true) Tenant does not have any right of offset, claims or defenses to the performance of its obligations under this Lease, and (5) such other factual matters pertaining to this Lease as may be reasonably requested by Landlord.

E. This Lease constitutes the entire understanding and agreement of the Landlord and Tenant with respect to the subject matter of this Lease, and contains all of the covenants and agreements of Landlord and Tenant with respect thereto. Landlord and Tenant each acknowledge that 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 not expressly set forth in this Lease are of no force or effect. This Lease may not be altered, changed or amended except by an instrument in writing signed by both parties hereto.

F. All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the Term of this Lease shall survive the expiration or earlier termination of the Term hereof, including without limitation, all payment obligations with respect to taxes and insurance and all obligations concerning the condition and repair of the Premises. Any security deposit held by Landlord shall be credited against the amounts due from Tenant under this Paragraph 28F.

G. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and 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.

H. All references in this Lease to "the date hereof" or similar references shall be deemed to refer to the last date, in point of time, on which all parties hereto have executed this Lease.

I. This is a contract under which applicable law excuses Landlord from accepting performance from (or rendering performance to) any person or entity other than Tenant, except as otherwise required by the terms and conditions of this Lease, including but not limited to an assignment, subletting or other transfer consented to by Landlord.

J. If and when included within the term "Landlord", as used in this instrument, there is more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of a notice specifying some individual at some specific address for the receipt of notices and payments to Landlord. If and when included within the term "Tenant", as used in this instrument, there is more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of a notice specifying some individual at some specific address within the continental United States for the receipt of notices and payments to Tenant. All parties included within the terms "Landlord" and "Tenant", respectively, shall be bound by notices given in accordance with the provisions of Paragraph 29 hereof to the same effect as if each had received such notice.

K. By taking possession of the Premises, Tenant shall be deemed to have: (a) accepted the Premises as suitable for the purposes for which the Premises are leased; and (b) acknowledged that the Premises are in a good and satisfactory condition, in each case subject to Landlord's warranties herein and any latent defects. Notwithstanding the foregoing, the Landlord shall represent that the Building and its mechanical, electrical, plumbing and life safety systems are in good working order as of the Commencement Date.

L. Submission of this Lease shall not be deemed to be a reservation of the Premises. Landlord shall not be bound hereby until its delivery to Tenant of an executed copy hereof signed by Landlord, already having been signed by Tenant, and until such delivery Landlord reserves the right to exhibit and lease the Premises to other prospective tenants.

M. Landlord and Tenant agree that the terms and conditions of this Lease are confidential and the parties hereto agree not to disclose the terms of this Lease to any third party (other than to its attorneys, accountants, risk management group, brokers, and consultants and other than to parties who propose to purchase or finance the Building, or the Project of which the Building forms a part, or who

propose to become investors in Landlord) except as may be required by law or by the order of a court of competent jurisdiction.

29. NOTICES.

Each provision of this instrument or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing or delivering of notice or the making of any payment by Landlord to Tenant, or with reference to the sending, mailing or delivering of any notice or the making of any payment by Tenant to Landlord, shall be deemed to be complied with when and if the following steps are taken:

(a) All rent and other payments required to be made by Tenant to Landlord hereunder shall be payable to Landlord at the address for Landlord set forth in title Basic Lease Information or at such other address as Landlord may specify from time to time by written notice delivered in accordance herewith. Tenant's obligation to pay rent and any other amounts to Landlord under the terms of this Lease shall not be deemed satisfied until such rent and other amounts have been actually received by Landlord. In addition to Base Rent due hereunder, all sums of money and all payments due Landlord hereunder shall be deemed to be additional rental ("Additional Rent") owed to Landlord.

(b) All payments required to be made by Landlord to Tenant hereunder shall be payable to Tenant at the address set forth in the Basic Lease Information, or at such other address within the continental United States as Tenant may specify from time to time by written notice delivered in accordance herewith.

(c) Any written notice or document required or permitted to be delivered hereunder shall be in writing and shall be personally delivered or sent by nationally recognized overnight carrier, such as Federal Express, or by certified mail, return receipt requested, postage prepaid, addressed to the parties hereto at the respective addresses set out in the Basic Lease Information, or at such other address as they have theretofore specified by written notice delivered in accordance herewith. All notices shall be effective upon delivery or attempted delivery as shown by the carrier's records.

30. RIGHT OF FIRST REFUSAL/INITIAL GROWTH.

Tenant shall have a first right of refusal on adjacent space on the sixth (6th) floor that is available or becomes available during the Lease Term ("First Refusal Space"). At any time Landlord receives a bona fide offer from a third party to rent the First Refusal Space, Landlord shall notify Tenant and offer the First Refusal Space to Tenant on the terms and conditions set forth in this Section 30. Tenant shall have 10 business days from the date of Landlord's notice to notify Landlord of its intent to take the First Refusal Space. If Tenant declines or fails to notify Landlord of its intent to lease the First Refusal Space in the allotted timeframe, such space may be leased to such other third party. If Tenant desires to take the First Refusal Space, Tenant shall deliver written notice to Landlord containing Tenant's intent to expand with a target move-in date no later than one hundred twenty 120 days from the date thereof. The rental rate on the First Refusal Space will mirror the then current rental rate under this Lease and the Term will run concurrently with the term of this Lease. The Tenant Improvement Allowance amount shall be pro-rated at ninety (90%) percent to reflect the remaining lease term per the following example. This example assumes the expansion commencement is 18 months after a 77 month term commences. 77 months – 18 months =

59 months / 77 months = .77 x \$72.22/RSF = \$55.34 x 90% = \$49.80/RSF allowance. The terms and conditions set forth in this Lease shall be applicable to any such First Refusal Space, including the Rental Rate, except as specifically provided above.

31. RELOCATION RIGHT.

Landlord shall not relocate Tenant during Lease Term or any renewal periods.

32. ADDITIONAL PROVISIONS.

See Exhibits "A" through "D" attached hereto and incorporated by reference herein.


33. LANDLORD DEFAULT / RIGHT OF OFFSET

If Landlord fails to perform any of its obligations hereunder within thirty (30) days after written notice from Tenant specifying in detail such failure (or if the failure cannot be corrected, through the exercise of reasonable diligence, within such 30-day period, if Landlord does not commence to correct same within such 30-day period and thereafter diligently prosecute same to completion), such failure shall be deemed to be an event of Default by Landlord. Unless and until Landlord fails to so cure any default after such notice, Tenant shall not have any remedy or cause of action by reason thereof; provided, however, that the provisions of this Paragraph shall not limit any right of Tenant to a total or partial abatement of Rent as expressly provided elsewhere in this Lease. Notwithstanding anything contained herein to the contrary, in the event of an Landlord Default, Tenant shall be entitled, at Tenant's election, to the following remedies: (a) in the event of an emergency for which the performing of work is necessary to prevent imminent injury to persons or substantial damage to the Property, then Tenant may cure any such Landlord Default, or (b) in the event there is a Landlord Default for Landlord's required maintenance, repair and/or replacement of the Property and Landlord then fails to cure such default as provided above, then Tenant may elect to cure such Landlord Default. To the extent Tenant incurs any costs in connection with the foregoing for which Landlord is responsible, Tenant may offset the amounts owed against monthly installments of Base Rent and Additional Rent due from Tenant to Landlord until Tenant is reimbursed, in full. In the event Tenant has not been fully paid the amounts due Tenant as of the end of the Lease Term, then Tenant shall retain its rights against Landlord for the remaining amounts due from Landlord. All obligations of Landlord hereunder will be construed as covenants, not conditions, and all such obligations will be binding upon Landlord only during the period of its possession of the Premises and not thereafter. The term "Landlord" 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 covenants and obligations of the Landlord thereafter accruing, but such covenants and obligations shall be binding during the Lease Term upon each new owner for the duration of such owner's ownership. Notwithstanding any other provision hereof, Landlord shall not have any personal liability hereunder. In the event of any breach or default by Landlord or any term or provision of this Lease, Tenant agrees to look solely to the equity or interest then owned by Landlord in the Premises or of the Building of which the Premises are a part or the proceeds thereof.

SIGNATURES TO FOLLOW


EXECUTED BY LANDLORD, this 5th ^{October} day of September, 2015.

PH Office 2, LLC

By: 
Name: Tim Graham
Title: President

EXECUTED BY TENANT, this 30 day of September, 2015.

BAYER HEALTHCARE LLC

By: 
Name: Andrew Vertler
Title: VP VS Sales



**TO
LEASE AGREEMENT**

EXHIBIT LIST

EXHIBIT A	PREMISES
EXHIBIT B	TENANT IMPROVEMENTS
EXHIBIT B-1	CORE & SHELL DEFINITION
EXHIBIT C	RULES AND REGULATIONS OF THE BUILDING
EXHIBIT D	MEMORANDUM OF ACCEPTANCE OF DELIVERY
EXHIBIT E	SIGNAGE CRITERIA

EXHIBIT A

PREMISES

To be added upon completion of Building Shell Plans

EXHIBIT B

TENANT IMPROVEMENTS

To be added upon approval of Tenant's Plans

EXHIBIT B-1

CORE & SHELL DEFINITION

Core & Shell Definition (Hunt Tower)

Site Construction: Landscaped and Irrigated exterior. Paved Parking. Cooling Towers and Mechanical Shed with 16'-0" tall enclosure. Loading dock area. Paved sidewalks adjacent to building.

Exterior Construction: Masonry, Metal Panel, and Curtainwall glazing facing East (front), North and South (sides). Masonry, Metal Panel, and Curtainwall glazing facing West (back). Modified Bitumen Roofing sloped to interior roof drains.

Interior Construction: Exposed concrete slab floor with slab leave-out area on first floor. Exterior-facing walls are 6" metal studs at 16" on center with 6" batt insulation exposed. Interior tenant demising walls are 6" metal stud with batt insulation and 1 layer gypsum board on each side. Walls are full height to bottom of deck/roof structure. Columns and beams are exposed and have spray fireproofing on them. Ceiling is exposed to bottom of deck/roof structure. Roof structure is metal deck supported by building frame.

Compactor and trash chute are provided. Lobby has 3 elevators, one of which is a service elevator size. A second service elevator is provided on the opposite end of the building. Public restrooms include 3 stalls, one with a shower, and lockers. 6th Floor men's bathroom has one (1) urinal and two (2) toilets. The women's bathroom has three (3) toilets.

Plumbing: Common restrooms in core space. Grease interceptor on bottom floor. Domestic water and sanitary waste available for remote restrooms and breakrooms. Drinking fountains and janitor's sinks at each floor.

Sprinkler: Exposed sprinkler piping with wide coverage sprinkler heads stubbed up.

Mechanical: Combined one ton per 300 square feet available. One Ton per 400 square feet (water source heat pump units) plus one ton per 200 square feet of treated ventilation air.

Electrical: 6 watts/sf plug load. Six temporary 4" strip fluorescent lights hung from structure. Temporary emergency lights including temporary exit lights provided. Electrical outlets provided on exterior walls at approximately 28' on center.

Multi-Tenant Corridor: 6th Floor will be delivered with a code compliant multi-tenant corridor with directional and exit signage. IT/phone closet will be on floor.

Water and electric shall be available at the Premises; Phone and data shall be available at the demark location on the sixth floor.

6th Floor will have elevator lobby installed.

EXHIBIT C

RULES AND AGREED REGULATIONS

1. Landlord shall provide all locks for doors in Tenant's leased area and no tenant shall alter any lock or install a new or additional bolt on any door for the Premises without prior written consent of Landlord.
2. Landlord will provide and maintain in the lobby of the Building an alphabetical directory of the tenants, if applicable, and no other directory shall be permitted without previous consent in writing by Landlord.
3. The Tenant shall not use the name of the Building, or any simulation or abbreviation thereof, or any name which, regardless of the spelling thereof, has the same or a similar sound as its name, or as part of its name without Landlord's prior written consent. Tenant may use the address of the Building as the address of its business but shall not use pictures of the Building without Landlord's prior written consent.
4. No signs will be allowed in any form on windows inside or out, and no signs will be permitted on exterior identification pylons, if any, or in the public corridors or on corridor doors or entrances to Tenant's space, except in uniform locations and uniform styles affixed by the Landlord. All such signs in common areas as requested by Tenant will be contracted for by Landlord for Tenant at the rate fixed by Landlord from time to time, and Tenant will be billed and will pay for such service.
5. Tenant will refer all contractors, contractor's representatives and installation technicians, rendering any service to Tenant, to Landlord for Landlord's supervision, approval and control before performance of any contractual service. This provision shall apply to all work performed in the Building, including installation of telephones, telegraph equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings and equipment or any other physical portion of the Building.
6. Movement into or out of the Building of furniture, office equipment or other bulky materials, or movement through Building entrances or lobbies shall be restricted to 7:00 am to 6:00 pm. All such movement shall be under supervision of Landlord or its agent and in the manner agreed upon in writing between Tenant and Landlord by prearrangement before performance. Such prearrangement initiated by Tenant shall include determination by Landlord, and subject to his reasonable decision and control, of the time, method, and routing of movement, limitations imposed by safety or other matters which may prohibit any article, equipment or other item from being brought into the Building. Tenant shall assume all risk for damage to articles moved, other property, and injury to persons or public regardless of whether they are engaged in such movement, including equipment, property and personnel of Landlord if damaged or injured as a result of acts in connection with such movement; and Landlord shall not be liable for acts of any person engaged in or damage or loss to any of said property or persons or otherwise resulting from any act in connection with such service performed for Tenant unless due to Landlord or Landlord's Agents gross negligence or willful misconduct. Tenant hereby agrees to indemnify and hold Landlord harmless from and against any such damage, injury or loss, including reasonable attorney's fees, unless due to Landlord or its agents gross negligence or willful misconduct.

7. Landlord will not be responsible for lost or stolen property, equipment, money or jewelry from the Premises or public areas regardless of whether such loss occurs where the area is secured against entry.
8. No portion of Premises or any other part of the Building shall at any time be used or occupied as sleeping or lodging quarters.
9. No birds, animals (with the exception of service animals) shall be brought into or kept in, about or on the Building.
10. Tenant shall not place, install or operate on the Premises or in any part of the Building any engines or machinery, or conduct mechanical operations, or place or use in or about the premises any explosives, gasoline, kerosene, oil, acids, caustics or any other inflammable, explosive or hazardous materials without the prior written consent of the Landlord. Tenant may use typical office refreshment and break room appliances such as microwave ovens, toasters/toaster ovens and coffee brewing machines.
11. None of the entries, passages, doors or hallways shall be blocked or obstructed, or any rubbish, litter, trash or material of any nature placed, emptied or thrown into these areas or such areas be used at any time, except for access or egress by Tenant, Tenant's agents, employees or invitees.
12. Tenant and its employees, agents and invitees, shall observe and comply with the driving and the parking signs and markers surrounding the Building.
13. Tenant shall not overload floors and Tenant must have Landlord's prior written consent as to size, maximum weight, routing and location of business machines, safes and heavy objects. All damage done to the Building by placing in or taking out any property of Tenant from the Building shall be repaired promptly at the expense of the Tenant.
14. To insure orderly operation of the Building, no beverage, food, towels, newspapers, etc. shall be delivered to the Premises except by authorized vendors at times approved by Landlord.
15. Toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than for which they were constructed, no foreign substance of any kind whatsoever shall be thrown therein, and Tenant shall bear the expense to repair any breakage, or stoppage on the Premises caused by Tenant, its agent, employee or invitee.
16. Tenant shall not make any room canvass to solicit business from other Tenants in the Building and shall not exhibit, or sell or offer to sell, use, rent or exchange any item of service in or from the Premises unless ordinarily embraced within Tenant's use of the Premises specified herein.
17. No Tenant shall install any radio or television antenna, loud speaker or other device on the roof or exterior walls of the Building without written consent of the Landlord.
18. No Tenant, agent, employee, or invitee shall use a hand truck except those equipped by rubber tires and side guards. No other vehicle of any kind shall be brought into the Building or kept in or about the Premises.

19. Each Tenant shall store all its trash and garbage within its Premises. No materials shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the City of Rogers without being in violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be transported through entryways and elevators (if applicable) provided for such purposes and at such times as Landlord shall designate.
20. Tenant shall not permit odors to emanate from the Premises nor allow any objectionable noise to emanate from the Premises. Tenant, its customers, invitees and guests shall not obstruct sidewalks, entrances, passages, courts, corridors, vestibules, halls, elevators and stairways in and about the Building. Tenant shall not place objects against glass partitions or doors or windows which would be unsightly from the Building corridor or from the exterior of the Building and will promptly remove same upon notice from Landlord.
21. Tenant shall not waste electricity, water or air conditioning and shall reasonably cooperate with Landlord to assure the most effective operation of the Building's heating and air conditioning and shall refrain from attempting to adjust any controls other than room thermostats installed for Tenant's use.
22. Tenant shall keep corridor and/or exterior doors closed.
23. Tenant shall make its best effort to report any solicitor to the building management.
24. No person or contractor not employed by Landlord shall be used to perform janitorial work, window washing, cleaning, decorating, repair or other work on the Premises without express written consent of Landlord.
25. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such rules and regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such rule and regulations against any or all of the tenants in the Building.
26. Smoking is prohibited within 25 feet of the Building and in all common areas of the Building, including, but not limited to, lobbies, hallways, stairs, elevators, atrium, restrooms, etc.
27. Landlord reserves the right to make additional reasonable rules and regulations which in its reasonable judgment are needed for the safety, care and cleanliness of the Building, and the preservation of good order.
28. The use of portable space heaters is strictly prohibited.
29. In the event of a conflict between these Rules and Regulations, as may be amended from time to time, and the Lease Agreement between Landlord and Tenant, the terms of the Lease Agreement shall prevail and control.

EXHIBIT D

MEMORANDUM OF ACCEPTANCE OF DELIVERY OF PREMISES

This memorandum is entered into on _____, 20__ by PH Office 2, LLC ("Landlord") and Bayer HealthCare ("Tenant"), pursuant to Paragraph 1 of the Lease Agreement ("Lease") dated _____, __, 2015, executed by Landlord and Tenant. All terms used herein have the same meanings as in the Lease. This memorandum amends the Lease (including the Basic Lease Information) to the extent of the matters set forth herein.

1. The Possession Date is _____, 201_____.
2. The Premises contain _____rentable square feet of area.
3. The Building contains 226,468 rentable square feet.
4. Tenant's Proportionate Share is _____%.
5. Tenant's Early Termination effective termination date is _____. Tenant's Early Termination notice date is _____.

LANDLORD:

TENANT:

PH OFFICE 2, LLC

BAYER HEALTHCARE LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT E

SIGNAGE

