

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “**Lease**”), dated as of this 31st day of July, 2024, is by and between **RUBICON INDUSTRIES USA, LLC**, a Delaware limited liability company (“**Landlord**”) and **PALMETTO TRI-VENTURE** a general partnership (“**Tenant**”).

ARTICLE ONE **LEASE OF PREMISES**

Section 1.01. Certain Definitions. The following terms shall have the following meanings:

- (a) “**Commencement Date**” shall mean [August 1, 2024].
- (b) “**FF&E**” shall mean all furniture and moveable trade fixtures and equipment on the Land or the Improvements.
- (c) “**Improvements**” shall mean and shall include all buildings, including those certain buildings totaling 66,775 square feet (“**Building**”), fixtures, non-moveable equipment, paved areas and other improvements now or hereafter located on, or attached or affixed to, the Land, and any and all modifications, alterations and replacements thereof, substitutions therefor and additions thereto.
- (d) “**Land**” shall mean that certain tract or parcel of land located at 2011 Broadbank Court, Town of Ridgeville, Dorchester County, South Carolina, and being designated as Dorchester County Tax Parcel ID 150-00-00-202, together with all easements and rights appurtenant thereto and Landlord’s right, title and interest in and to all streets, public or private alleys, public or private curbsites and public or private ways adjoining or crossing the Land.
- (e) “**Lease Year**” shall mean each succeeding twelve (12) month period commencing with the first day of the first full calendar month of the Lease Term.
- (f) “**Legal Requirements**” shall mean any valid and applicable laws, rules, orders, ordinances, regulations and other requirements, present or future, that are promulgated by any governmental authority or agency having jurisdiction over the Premises and that are applicable to the Premises or the ownership, use and occupancy thereof, including Environmental Laws.
- (g) “**Premises**” shall mean the Land, the Improvements and the FF&E furnished by Landlord as of the Commencement Date. The Premises shall not include FF&E furnished by Tenant.

Section 1.02. Lease of Premises. Upon and subject to the covenants, agreements, terms, provisions and conditions of this Lease, Landlord leases to Tenant, and Tenant leases and accepts from Landlord, the Premises.

ARTICLE TWO **TERM OF LEASE**

Section 2.01. Lease Term. The term of this Lease shall commence effective on the Commencement Date and end at **11:59 p.m.** on the day **four (4) years** after the Commencement Date (the “**Lease Term**”), unless extended or sooner terminated as hereinafter provided. The last day on which this Lease is in effect is called the “**Expiration Date**”. This Lease shall be effective and enforceable between Landlord and Tenant upon its execution and delivery.

Section 2.02. Landlord’s Occupancy. Landlord and Landlord’s authorized personnel, officers, agents, employees, invitees and/or licensees shall have the absolute right to occupy and operate a portion of the Premises more particularly depicted on Exhibit A attached hereto, (“**Landlord’s Occupancy Area**”) from the Commencement Date until **11:59 p.m. on January 31, 2025**. Tenant may begin occupying a portion of the Premises on the Commencement Date in a manner that does not materially interfere with Landlord’s occupancy rights under this **Section 2.02**. Tenant acknowledges that Base Rent payments shall commence on the Commencement Date.

Section 2.03. Option for Early Termination. Tenant may, at its option, terminate this Lease prior to the expiration of the Lease, effective on the last day of the second Lease Year (“**Early Termination Date**”) by (a) providing Landlord with not less than **one hundred twenty (120) days** and not more than **one hundred eighty (180) days**’ written notice prior to the Early Termination Date and (b) paying to Landlord the sum payment equal to **four (4) months** of the then applicable amount of Base Rent, as may be increased as provided herein.

Section 2.04. Option to Renew.

(a) Provided that as of the date of the Renewal Notice (as defined below) and the Expiration Date, (a) the Lease is in full force and effect and (b) there are no existing Events of Default by Tenant under this Lease, Landlord hereby grants Tenant an option to renew this Lease for **one (1)** additional term of **two (2) years** (the “**Renewal Term**”) on the same terms and conditions as set forth herein except that the Base Rent (as defined herein) during the first Lease Year of the Renewal Term shall be \$1,201,950.00 and Base Rent (as defined herein) during the second Lease Year of the Renewal Term shall be \$1,252,031.20. The Renewal Term shall begin on the first day following the expiration of the initial Lease Term. Once properly exercised, “Lease Term” as used in this Lease shall include the Renewal Term. Tenant shall give notice of renewal to Landlord at least **one hundred eighty (180) days** prior to the end of the initial Lease Term (the “**Renewal Notice**”). If Tenant fails to timely exercise the first of its two Renewal Terms, then the Renewal Terms shall automatically be deemed waived and of no further force or effect.

(b) Notwithstanding any provision contained in this Lease to the contrary, any option to renew the Lease Term shall be deemed null and void, at Landlord’s sole discretion, if (i) Tenant is in default in the performance of any of its obligations under this Lease beyond any applicable cure period at the time Tenant exercises the option to renew or prior to the commencement of the

Renewal Term, and/or (ii) Tenant has failed to give written notice to Landlord as required herein.

Section 2.05. Right of First Refusal.

(a) If at any time during the Lease Term Landlord receives from a third party unaffiliated with Tenant (the “**Third Party**”), an acceptable, bona fide, arms-length offer (the “**Offer**”) pursuant to which Landlord proposes to sell, convey, or assign to the Third Party, or grant to the Third Party an option to purchase, or undertake to lease (other than a typical premises lease pursuant to which the Third Party is the occupant) to the Third Party, all or a portion of the Premises, then, as a condition to Landlord’s accepting the Offer from, or tendering the Offer to, the Third Party, Landlord shall, within **five (5) business days** of its receipt or tender of such Offer, deliver to Tenant written notice of the Offer (the “**Notice of Offer**”). Tenant thereby shall have **fifteen (15) days** after receipt of the Notice of Offer to notify Landlord in writing of its election to exercise such right as herein provided.

(b) If Tenant timely exercises its Offer to purchase the Premises, then the closing of such purchase (the “**Offer Closing Date**”) shall occur on a mutually agreeable date. At closing, Landlord shall deliver to Tenant a limited warranty deed to the Premises free and clear of any liens (with exception to this Lease), along with any other customary documents in connection with such real estate closings including any standard seller tax and title insurance affidavits. Landlord shall pay the deed recording fee, its attorneys’ fees and other costs. Tenant shall pay for its title insurance, attorneys’ fees, and nominal costs to record the deed and mortgage, as applicable.

(c) If Tenant fails to notify Landlord in writing of its election to exercise such right within the **fifteen (15) day** period, such failure shall be deemed to be a waiver of Tenant’s right and Landlord may proceed to consummate the transaction contemplated by the Offer in accordance with the terms and conditions thereof. For any Notice of Offer delivered to Tenant prior to the first anniversary of the Commencement Date, Landlord shall have the right to provide Tenant written notice to vacate the Premises, and if Landlord so notifies Tenant, Tenant shall vacate the Premises no later than **January 8, 2026**. For any Notice of Offer delivered to Tenant after first anniversary of the Commencement Date, Tenant shall vacate the Premises no later than **one hundred sixty (160) days** after receipt of notice to vacate.

Section 2.06. Purchase Option. In addition to the rights and obligations set forth herein, at any time during the first **two (2)** Lease Years of the Lease Term, Tenant shall have the option (the “**Purchase Option**”) to purchase the Premises upon written notice to Landlord for a purchase price to be negotiated between Landlord and Tenant as of the date of exercise of the Purchase Option (the “**Option Purchase Price**”). If Tenant elects to exercise its Purchase Option to purchase the Premises, then the closing of said purchase (the “**Option Closing Date**”) shall occur on the date that is **thirty (30) days** following Landlord’s receipt of written notice to exercise the Purchase Option or such earlier date mutually agreeable by the parties. At closing, the parties shall deliver any and all documents, fees, and costs as described in **Section 2.05(b)** above. In the event Tenant in any way fails to perform any obligations as and to the extent required by this Lease, the

Option granted herein shall, in the Landlord's sole discretion, be rescinded and terminated.

ARTICLE THREE **RENTAL**

Section 3.01. Monthly Base Rent. During the Lease Term, beginning on the Commencement Date, Tenant shall pay to Landlord in lawful money of the United States, at Landlord's address specified in this Lease, monthly rental for the Premises ("Base Rent"). During the Lease Term, Tenant shall pay to Landlord in lawful money of the United States, at Landlord's address specified in this Lease, monthly rental for the Premises as follows.

LEASE YEAR	MONTHLY INSTALLMENT OF BASE RENT	ANNUAL INSTALLMENT OF BASE RENT
1	\$83,468.75	\$1,001,625.00
2	\$87,642.18	\$1,051,706.20
3	\$91,815.63	\$1,101,787.50
4	\$95,989.06	\$1,151,868.70

Section 3.02. Additional Rental. Tenant shall reimburse Landlord, as additional rental, (a) during the period of Landlord's occupancy of the Landlord's Occupancy Area, for 85% (being 56,775 square feet of the 66,775 square foot Building which excludes the Landlord's Occupancy Area), and (b) thereafter, for 100%, of (y) all real property ad valorem taxes and assessments imposed on the Premises and (z) Landlord's property, casualty and liability insurance premiums for insurance maintained by Landlord with respect to the Premises.

Section 3.03. Payment. The Base Rent shall be payable in equal installments in advance on the first day of each month during the Lease Term. The Base Rent for any partial month shall be prorated based on the number of days in such month. Reimbursement of real property ad valorem taxes and assessments imposed on the Premises and Landlord's insurance premiums (or Tenant's prorata share thereof) as provided in Section 3.02 will be made within **10 days** of receipt of invoice therefor accompanied by a copy of the applicable tax or property insurance bill. Such payments shall be prorated for any partial calendar year.

Section 3.04. Late Fee; Interest. Upon the failure of Tenant to pay the Base Rent or any other additional rental, charge or assessment payable hereunder within **five days** of the date due, Tenant shall incur a late fee of **10.00%** of the delinquent amount. Upon the failure of Tenant to pay the Base Rent or any other additional rental, charge or assessment payable hereunder within **five days** of the date due, the past due amount(s) shall accrue interest at the rate of **15.00% per annum** from the date due until paid in full.

Section 3.05. Security Deposit; Rent Prepayment.

(a) Tenant shall make a payment to Landlord for a security deposit in the sum amount of two (2) months' initial Base Rent (the "**Security Deposit**"). The Security Deposit shall be returned to Tenant within thirty (30) days after the date of expiration or earlier termination of this Lease, provided Tenant has fully performed its obligations hereunder and the Premises have been repaired and restored as required hereunder.

(b) Upon execution of the Lease, Tenant shall pay the first month's Base Rent to Landlord.

ARTICLE FOUR USE

Tenant may use the Premises as a site office and storage facility, and for no other purpose. Tenant shall not use or occupy the Premises, or permit the Premises to be used or occupied, in violation of any Legal Requirement or in any manner that would constitute a public or private nuisance.

ARTICLE FIVE CONDITION OF PREMISES

Section 5.01. Premises Leases As-Is, Where-Is.

(a) Tenant has reviewed and approved all aspects of the Premises, including without limitation, title, condition of the surface and subsurface soil, and applicable governmental regulations affecting the Premises. Tenant accepts the Premises in their "as-is", "where-is" condition, with all faults, as of the Commencement Date.

(b) Tenant agrees to purchase from Landlord on or before the Commencement Date, for an additional sum of **Thirty Thousand and No/100 Dollars (\$30,000.00)** the FF&E set forth on Exhibit C. For avoidance of doubt, such FF&E shall not include (i) any lab-specific equipment, including, but not limited to, fume hoods, growth chambers, and small wares, and (ii) any greenhouse equipment, including, but not limited to, benching and mechanized racks.

Section 5.02. No Improvements by Landlord. Landlord shall not be obligated to make any improvements or repairs to the Premises except as expressly set forth in **Section 9.01, Section 12.03 and Section 14.04.**

ARTICLE SIX QUIET ENJOYMENT

Landlord covenants that, for so long as Tenant timely performs and observes the terms, conditions and covenants of this Lease, Tenant shall peaceably hold and enjoy the Premises without hindrance from any person lawfully claiming by, through or under Landlord, subject to: (a) the terms

and conditions of this Lease, (b) taxes for the year in which the Commencement Date occurs and subsequent years, (c) easements, restrictions and matters now or hereafter of record, (d) matters that would be revealed by an accurate inspection or survey of the Premises (e) liens which secure (or will secure) financing provided to Landlord and (f) **Section 2.02**.

ARTICLE SEVEN **TAXES AND ASSESSMENTS**

Section 7.01. Payment of Taxes and Assessments.

(a) Landlord shall pay as and when they shall become due and payable, for each calendar year during the Lease Term, all real property ad valorem taxes and assessments, whether general or special, levied, assessed or imposed upon the Land, the Improvements or Landlord's FF&E, by any governmental authority during the Lease Term. Tenant shall reimburse Landlord for all such payments in the manner set forth in **Section 3.03**. Notwithstanding the foregoing, Landlord may, at its option, forward any bill for real property ad valorem taxes and assessments to Tenant, and Tenant shall pay the same directly to the taxing authority within **10 days** of receipt of any such bill from Landlord.

(b) Tenant shall pay as and when they shall become due and payable, for each calendar year during the Lease Term, all taxes and assessments, whether general or special, levied, assessed or imposed upon Tenant's personal property on the Land or Improvements (including Tenant's FF&E) by any governmental authority during the Lease Term.

Section 7.02. Contest of Taxes. Tenant may, at Tenant's cost and expense, in Tenant's name and on Tenant's behalf, or in the name and on behalf of Landlord, in good faith, contest any taxes and assessments; provided, however, if Landlord shall notify Tenant that, in Landlord's opinion, the Premises or any part thereof will be subject to loss or forfeiture by virtue of or by reason of any such contest, the taxes and assessments shall be paid forthwith or Tenant shall deposit with Landlord a sum of money reasonably required Landlord as security to protect the Premises from any loss or forfeiture. Landlord, at the cost and expense of Tenant, shall cooperate with Tenant in any such contest.

ARTICLE EIGHT **UTILITIES AND SERVICES**

Tenant shall make all arrangements for, and pay or cause to be paid when due all charges for utilities and services incurred in the operation, use and occupancy of the Premises, including, but not limited to, electricity, gas, water, sanitary and storm sewer, telephone, security, and trash collection. Landlord shall have no obligation to provide any such utilities and services and no liability for the interruption or unavailability of any such utilities and services.

ARTICLE NINE **MAINTENANCE AND REPAIR**

Section 9.01. Landlord's Responsibility. During the Lease Term, Landlord shall maintain in good condition and repair, and replace as necessary, the roof, exterior walls and foundation of the Building; provided, however, that to the extent any of the foregoing items require repair because of the negligence, misuse, or default of Tenant, its employees, agents, customers or invitees, Landlord shall make such repairs solely at Tenant's expense.

Section 9.02. Tenant's Responsibility. During the Lease Term, Tenant shall, at its own cost and expense, maintain the Premises (including all drives, parking areas, loading areas, walkways, landscaping and lighting, but excluding those repairs and replacements for which the Landlord is responsible as set forth in **Section 9.01**) in good condition, regularly servicing and promptly making all repairs and replacements thereto, including but not limited to the electrical systems, heating and air conditioning systems, plate glass, floors, windows and doors, and sprinkler and plumbing systems. Tenant shall obtain a preventive maintenance contract on the heating, ventilating and air-conditioning systems, and provide Landlord with a copy thereof. The preventive maintenance contract shall provide for the inspection and maintenance of the heating, ventilating and air conditioning system on not less than a quarterly basis. In the event Tenant fails to maintain the Premises as required herein, Landlord shall have the right in order to preserve the Premises and/or the appearance thereof, to make such repairs or have a contractor make such repairs and charge Tenant for the cost thereof as additional rent, together with interest at the rate of **15.00% per annum** from the date of making such payments.

ARTICLE TEN **ALTERATIONS AND ADDITIONS**

Section 10.01. Landlord's Approval Required. Tenant shall not make any alterations, addition, modifications or improvements to the Premises without Landlord's prior written consent, which may be granted or withheld in Landlord's sole discretion.

Section 10.02. Ownership of Alterations and Additions. All such additions, alterations, substitutions and replacements shall, at the sole option of Landlord, be and remain part of the realty and the property of Landlord.

ARTICLE ELEVEN **INSURANCE**

Section 11.01. Tenant's Insurance. Tenant shall maintain at all times during the Lease Term:

(a) Standard all-risk fire and extended coverage insurance covering its personal property and FF&E at the Premises for the full replacement cost thereof.

(b) Comprehensive general liability insurance with combined limits of not less than \$2,000,000.00 per occurrence and \$3,000,000.00 in the aggregate, for bodily injury, property damage and product liability and to include contractual liability coverage insuring Tenant's indemnification obligations under this Lease.

(c) Business interruption insurance which will compensate Tenant in the event of a Casualty or other risk insured against under **Section 11.01(a)** hereof for out-of-pocket costs (including rent under this Lease) during the pendency of repairs and for a reasonable time after completion of repairs to allow for resumption of Tenant's business operations.

(d) Worker's compensation insurance in statutory limits.

(e) Such other coverages in types and amounts as may be reasonably required by Landlord or its lenders.

Section 11.02. Insurance Policies. The insurance required to be maintained by Tenant shall be written by companies having an A.M. Best rating of "A" or better and in a financial category of "X" or better legally qualified to issue such insurance and shall name as insured parties Landlord (and its lenders) and Tenant as their interests may appear. Each policy shall provide that: (a) it will not be canceled or reduced except after not less than **30 days'** written notice to Landlord, (b) the interests of Landlord shall not be invalidated by any act or negligence of Tenant or Landlord or any person or entity having an interest in the Premises nor by occupancy or use of the Premises for purposes more hazardous than permitted by such policy, (c) it is a primary policy which does not contribute to and is not in excess of coverage which Landlord may carry and (d) the general aggregate limits shall apply separately to the Premises and to Tenant's use thereof (and not to any other location or use of Tenant). Tenant shall deliver to Landlord certificates of insurance evidencing the existence of all insurance which is required to be maintained by Tenant hereunder prior to the Commencement Date, and at least **30 days** prior to the expiration date of any such insurance.

Section 11.03. Landlord's Insurance. Landlord shall maintain at all times during the Lease Term standard "all-risk" fire and extended coverage insurance covering the Improvements for the full replacement cost thereof. Landlord may also maintain other coverages, including comprehensive general liability insurance, of such types and in such amounts as Landlord deems appropriate. Tenant shall reimburse Landlord for all premiums for Landlord's insurance in the manner set forth in **Section 3.03.**

ARTICLE TWELVE **FIRE AND CASUALTY**

Section 12.01. Certain Definitions. For the purposes of this Lease, the following terms shall have the following meanings:

(a) **“Casualty”** shall mean damage or destruction of the Improvements, or any portion thereof, by fire or other casualty.

(b) the **“Date of Casualty”** shall mean the date on which the Casualty occurs.

(c) **“Proceeds”** shall mean the amounts recovered as compensation or damages on account of a Casualty, including insurance payments, less the reasonable costs and expenses incurred in collecting such amount.

Section 12.02. Assignment of Proceeds. Tenant hereby assigns to Landlord all Proceeds to which Tenant may become entitled by reason of its interest in the Premises. Landlord is authorized and empowered in the name and on behalf of Tenant to appear in any action or proceeding regarding a Casualty, to negotiate, settle and prosecute all claims for any Proceeds, and to collect any such Proceeds. Any Proceeds collected by Tenant shall be delivered to Landlord to be held in trust and applied as hereinafter provided.

Section 12.03. Repair Obligation. If a Casualty occurs, then this Lease and all duties and obligations of Tenant under this Lease shall remain unmodified, unaffected and in full force and effect, unless this Lease is terminated as hereinafter provided, and Landlord shall promptly proceed to reconstruct, restore and repair the Improvements to a condition and value substantially equivalent to the condition existing prior to the Casualty, provided, that Landlord shall not be required to repair or restore any additions or alterations made by Tenant. Any portion of the Proceeds remaining after final payment has been made for such repair work shall belong to Landlord. If the cost of the repair work exceeds the Proceeds, Tenant shall pay the deficiency.

Section 12.04. Termination Rights. If a Casualty of such a substantial nature occurs that the Improvements cannot (with reasonable diligence) be reconstructed, restored and repaired for continued feasible and economic use by Tenant within **90 days** of the Date of Casualty, or the Casualty occurs during the last year of the Lease Term, then Landlord may terminate this Lease upon written notice to Tenant given within **60 days** from the Date of Casualty, and the date specified party in such notice shall be the Expiration Date. In addition, Landlord may terminate this Lease upon a Casualty which is not insured under the insurance required to be maintained by Landlord hereunder, or in the event Landlord’s lender requires that all or a material portion of the Proceeds be applied in reduction of debt rather than to repairs. In the event of any termination of this Lease under this Article, Tenant shall promptly pay or assign all Proceeds to Landlord.

ARTICLE THIRTEEN **INDEMNIFICATION**

Tenant agrees to indemnify and save Landlord, its successors, successors-in-title and assigns, and their respective officers, directors, shareholders, members, managers, partners, trustees and legal representatives (each, a **“Landlord Party”**) harmless from any and all claims with respect to bodily injury or property damage arising from or by reason of the use and occupancy

of the Premises, any breach or default by Tenant in the performance of any covenant or agreement to be performed by Tenant pursuant to the terms of this Lease, or the negligence or willful misconduct of Tenant or Tenant's agents, employees, contractors, members, managers, officers, directors, shareholders, partners, successors, assigns, subtenants, licensees or invitees, or any other person for whom Tenant is legally liable (each, a "**Tenant Party**"), including all costs, reasonable attorneys' fees, expenses and liabilities incurred in connection with any such claim.

ARTICLE FOURTEEN **CONDEMNATION**

Section 14.01. Certain Definitions. The following terms shall have the following meanings:

(a) "**Taking**" shall mean the transfer of the use, occupancy or title of the Premises, or any portion thereof, to an entity exercising the power of eminent domain in any actual or threatened action or proceeding pursuant to any law, general or special.

(b) the "**Date of Taking**" shall mean the earlier of the date upon which the use, occupancy or title of the Premises, or any portion thereof, is vested in, or possession thereof is taken by, such entity.

(c) "**Award**" shall mean the amounts recovered as compensation or damages on account of a Taking, including all amounts paid pursuant to any agreement with such entity which has been made in settlement or under threat of any such action or proceeding, less the reasonable costs and expenses incurred in collecting such amounts

(d) a Taking affecting a "**Substantial Portion of the Premises**" shall mean a Taking which renders the Premises unsuitable for the continued use and occupancy by Tenant for substantially the same purposes as immediately prior to the Taking.

Section 14.02. Recovery of Award. In the event of a Taking, Tenant shall have no right or claim to any part of any Award made to or received by Landlord for such condemnation or taking, and all Awards for such condemnation or taking shall be made solely to Landlord, provided that Tenant shall have the right to pursue any separate award for loss of its equipment and trade fixtures and for moving expenses, so long as such action does not reduce the award to which Landlord is entitled.

Section 14.03. Complete Taking. If there occurs a Taking of all or a Substantial Portion of the Premises, other than a Taking for temporary use, then this Lease shall terminate effective as of the Date of Taking, and such date shall be the Expiration Date, without prejudice, however, to the rights of Landlord and Tenant to recover an Award.

Section 14.04. Partial Taking. If there occurs a Taking of less than a Substantial Portion of the Premises, then this Lease and all duties and obligations of Tenant under this Lease shall remain

unmodified, unaffected and in full force and effect, save and except for an equitable abatement of the Base Rent pending completion of repairs and restoration, and to the extent possible, Landlord shall promptly proceed to reconstruct, restore and repair the remaining portion of the Premises to an architectural whole, provided that Landlord shall not be required to repair or restore any additions or alterations made by Tenant.

Section 14.05. Temporary Taking. If there occurs a Taking of the Premises or any thereof, for temporary use, then this Lease shall remain in full force and effect for the remainder of the Lease Term, provided that during such time as Tenant shall be out of possession of the Premises by reason of such Taking, the failure to keep, observe, perform, satisfy and comply with those terms and conditions of the Lease, including payment of the Base Rent, shall not be an Event of Default hereunder. If any such temporary Taking involves a Substantial Portion of the Premises and continues or will continue for more than one year, either party may terminate this Lease upon written notice to the other.

ARTICLE FIFTEEN **COMPLIANCE WITH LAWS**

Tenant, at its expense, shall comply with Legal Requirements.

ARTICLE SIXTEEN **SUBORDINATION**

Section 16.01. Subordination. Landlord previously has and may, from time to time, grant deeds to secure debt, deeds of trust, mortgages or other security interests covering its estate in the Premises (collectively, a “**Mortgage**”). Tenant agrees that this Lease shall be subject and subordinate to each Mortgage, including any modifications, extensions or renewals thereof and advances thereunder from time to time in effect.

Section 16.02. Attornment. Upon request, Tenant agrees to recognize and attorn to any party succeeding to the interest of Landlord as a result of the enforcement of any Mortgage, and to be bound to such party under all the terms, covenants, and conditions of this Lease, for the balance of the Lease Term, with the same force and effect as if such party were the original Landlord under this Lease.

Section 16.03. Confirming Agreement. Upon the request of Landlord, Tenant agrees to execute a subordination and attornment agreement confirming the provisions of this Article and otherwise in form reasonably acceptable to Landlord and any Mortgage holder.

ARTICLE SEVENTEEN **ESTOPPEL CERTIFICATES**

Tenant will, from time to time, upon **10 days'** prior written request, execute, acknowledge and deliver a certificate stating: (i) that this Lease is unmodified and in full effect (or, if there have been modifications, (ii) that this Lease is in full effect as modified, and setting forth such modifications), (iii) the dates to which the Base Rent, monthly rental and other sums payable hereunder have paid, (iv) that no default on the part of Tenant exists hereunder, (v) that either that to the knowledge of Tenant no default on the part of Landlord exists hereunder or specifying each such default of which Tenant has knowledge, and (vi) such other facts or circumstances as Landlord may reasonably request. Any such certificate may be relied upon by any holder or prospective holder of a Mortgage or purchaser of the Premises.

ARTICLE EIGHTEEN **ASSIGNMENT AND SUBLETTING**

Tenant may not assign this Lease or sublet all or any part of the Premises or allow any other person or entity to occupy any portion of the Premises with the prior written consent of Landlord, which may be granted or withheld in Landlord's sole discretion. Any direct or indirect change in control of Tenant, and any merger, consolidation or reorganization of Tenant, and any sale of all or a substantial part of Tenant's assets shall be deemed to be an assignment subject to Landlord's prior written approval. Any assignment or sublease approved by Landlord shall be subject to all of the agreements, terms, covenants, conditions, requirements, restrictions and provisions of this Lease, and no such assignment or sublease shall release Tenant from liability for the performance of Tenant's duties and obligations hereunder or constitute a consent by Landlord to any future assignment or sublease.

ARTICLE NINETEEN **ENTRY BY LANDLORD**

Landlord may enter the Premises at reasonable hours provided that prior notice is given when reasonably possible (and, if in the opinion of Landlord any emergency exists, at any time and without notice): (a) to make repairs and replacements which Landlord is obligated to make to the Premises pursuant to the terms of this Lease, (b) to inspect the Premises in order to confirm that Tenant is complying with all of the terms and conditions of this Lease and with the rules and regulations hereof, (c) to show the Premises to prospective purchasers, lenders or to tenants and (d) for other necessary or appropriate purposes. The rent reserved under this Lease herein shall not abate while such repairs or replacements are being made and Tenant shall not be entitled to maintain a set-off or counterclaim for damages against Landlord by reason of loss from interruption to the business of Tenant because of the prosecution of any such work.

ARTICLE TWENTY **EXPIRATION AND SURRENDER**

This Lease shall terminate on the Expiration Date, except with respect to obligations and liabilities of the parties, actual or contingent, which have arisen or accrued on or prior to the Expiration

Date. On the Expiration Date, Tenant shall surrender the Premises to Landlord in good condition and repair, ordinary wear and tear excepted. Tenant shall remove from the Premises on or prior to such expiration or termination all property situated thereon which is not owned by Landlord. Property not so removed on or before the Expiration Date shall become the property of Landlord, and Landlord may remove such property from the Premises and dispose of same, without liability to Tenant.

ARTICLE TWENTY-ONE **BROKERAGE**

Landlord and Tenant mutually represent and warrant to each other that they have not dealt with any real estate broker or agent with respect to this Lease other than Bridge Commercial, whose commission shall be paid by Landlord. Landlord agrees to indemnify Tenant and hold it harmless against any claims for commissions that may be asserted in connection with this Lease based upon acts of Landlord, and Tenant agrees to indemnify Landlord and hold it harmless against any claims for commissions that may be asserted in connection with this Lease based upon acts of Tenant.

ARTICLE TWENTY-TWO **SIGNAGE**

Tenant shall have the right at its expense to install signs or graphics identifying the Improvements and Premises by Tenant's name or logo, subject to compliance with Legal Requirements, in each case with the prior written approval of Landlord. On or before the Expiration Date, Tenant at its expense shall remove all of its signage and repair any damage caused by such removal.

ARTICLE TWENTY-THREE **HAZARDOUS SUBSTANCES**

Tenant hereby covenants and agrees that Tenant will not cause or permit any Hazardous Substances to be generated, placed, held, stored, used, located or disposed of at the Premises, except for Hazardous Substances as are commonly and legally used or stored as a consequence of using the Premises for general office and administrative purposes, but only so long as the quantities thereof do not pose a threat to public health or to the environment or would necessitate a "response action", as that term is defined under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), and so long as Tenant strictly complies with all applicable governmental rules and regulations concerning the use, storage, production, transportation and disposal of such Hazardous Substances. For purposes of this Article, "**Hazardous Substances**" means and includes those elements or compounds which are contained in the list of Hazardous Substances adopted by the United States Environmental Protection Agency (EPA) or in any list of toxic pollutants designated by Congress or the EPA or which are defined as hazardous, toxic, pollutant, infectious or radioactive by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including, without limitation, strict liability) or standards of conduct concerning, any hazardous, toxic or dangerous

waste, substance or material, as now or at any time hereinafter in effect (collectively “**Environmental Laws**”). Tenant hereby agrees to indemnify and hold the Landlord Parties harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable fees, costs of settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Landlord for, with respect to, or as a direct or indirect result of, the presence in, or the escape, leakage, spillage, discharge, emission or release from, the Premises of any Hazardous Substances (including, without limitation, any losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorney’s fees, costs of any settlement or judgment or claims asserted or arising under CERCLA, any so-called federal, state or local “Superfund” or “Superlien” laws or any other Environmental Law); provided, however, that the foregoing indemnity is limited to matters arising from the violation of the covenants contained in this Article by Tenant or any Tenant Party. The obligations of Tenant under this Article will survive any expiration or termination of this Lease.

ARTICLE TWENTY-FOUR **DEFAULTS AND REMEDIES**

Section 24.01. Event of Default. It shall be an “**Event of Default**” on the part of Tenant if (a) Tenant shall fail to pay when due any Base Rent, additional rental or other payment to be made by Tenant hereunder and shall not cure such failure within **five days** after Tenant receives written notice thereof from Landlord (provided that Tenant shall only be entitled to receive **one** notice of monetary default during any **12-month** period, (b) Tenant shall violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform and comply with, any other agreement, term, covenant, condition, requirement, restriction or provision of this Lease, and shall not cure such failure within **20 days** after Tenant receives written notice thereof from Landlord, or, if such failure shall be incapable of cure within **20 days**, if Tenant shall not commence to cure such failure within the initial **20-day** period and continuously prosecute the performance of the same to completion with due diligence within a reasonable time thereafter, not to exceed **60 days** in the aggregate, (c) Tenant makes a general assignment for the benefit of creditors; any action is brought by Tenant seeking its dissolution or liquidation of its assets or seeking the appointment of a trustee, interim trustee, receiver or other custodian for its property; Tenant commences a voluntary proceeding under the Federal Bankruptcy Code; any reorganization or arrangement proceeding is instituted by Tenant for the settlement, readjustment, composition or extension of any of its debts upon any terms; or any action or petition is otherwise brought by Tenant seeking similar relief or alleging that it is insolvent or unable to pay its debts as they mature; or (d) any action or proceeding of the type described in clause (c) above is brought against Tenant, and is consented to by Tenant or is not dismissed within **45 days** after the date upon which it was instituted.

Section 24.02. Remedies of Landlord. Upon an Event of Default by Tenant under this Lease, Landlord may:

- (a) Terminate this Lease upon written notice to Tenant, provided that Tenant shall remain liable for damages as hereinafter provided.

(b) With or without terminating this Lease, terminate Tenant's occupancy of the Premises, in which event Tenant shall remain liable for all monthly and additional rent and all other obligations accruing over the balance of the Lease Term, even after eviction of Tenant from the Premises, and thereafter enter the Premises as agent of Tenant and as such agent to re-let the Premises and to receive the rent therefor and as the agent of Tenant to take possession of any furniture or other property thereon and to store the same at the expense and risk of Tenant or to sell or otherwise dispose of the same at public or private sale without further notice and to apply the proceeds thereof and any rent derived from re-letting the Premises first to the costs incurred by Landlord in accomplishing any such re-letting (including, without limitation, brokerage commissions, reasonable attorney fees, inducements and any costs incurred to bring the Premises into satisfactory condition for the subsequent tenant) and sale, and thereafter upon account of the rent due and to become due under this Lease and Tenant shall be liable to Landlord for the deficiency if any; provided, however, that Tenant shall not be entitled to any excess rent received by Landlord from such re-letting).

(c) Remedy or attempt to remedy any default of Tenant, and in so doing to make any payments due or alleged to be due by Tenant to third parties and to enter upon the Premises to do any work or other things therein, and in such event all reasonable expenses of Landlord in remedying or attempting to remedy such default (including all reasonable attorney fees and costs and Landlord's reasonable administrative charge therefor) shall be payable by Tenant to Landlord on demand.

(d) Exercise any other remedy available to Landlord at law or in equity.

Section 24.03. Additional Termination Right if Premises Goes Dark. In addition to the foregoing, if Tenant vacates the Premises or otherwise ceases to conduct its business operations from the Premises for a period of **30 days** or longer, except during the pendency of repairs or restoration after a Casualty or Taking, Landlord may terminate this Lease by giving Tenant written notice of termination, in which event Tenant shall have a reasonable period to quit the Premises and remove its personal property and FF&E therefrom, not to exceed **15 days**, and this Lease shall be terminated at the time designated by Landlord in its notice of termination to Tenant, and thereafter Tenant shall have no further obligation under this Lease.

Section 24.04. Liquidated Damages. If this Lease is terminated by Landlord as a result of the occurrence of an Event of Default by Tenant, Landlord may declare to be due and payable immediately, the present value (calculated with a discount factor of **4.00% per annum**) of the difference between (a) the entire amount of Base Rent, additional rent and other charges and assessments which in Landlord's reasonable determination would become due and payable during the remainder of the Lease Term determined as though this Lease had not been terminated and (b) the then fair market rental value of the Premises for the remainder of the Lease Term. Upon the acceleration of such amounts, Tenant agrees to pay the same at once, together with all rent and other charges and assessments theretofore due, it being agreed that such payment does not constitute a penalty or forfeiture but constitutes liquidated damages for Tenant's failure to comply

with the terms and provisions of this Lease. Landlord and Tenant agree that Landlord's actual damages for future rent are difficult or impossible to ascertain and that the amount set forth above is a reasonable estimate thereof and not a penalty.

Section 24.05. Remedies Cumulative; No Waiver; Attorneys' Fees. Pursuit of any one or more of the remedies stated herein shall not preclude pursuit of any other remedy or remedies provided in this Lease or any other remedy or remedies provided for or allowed by law or in equity, separately or concurrently or in any combination. Pursuit of any one or more of the remedies provided in this Lease shall not constitute an election of remedies excluding the election of another remedy or other remedies, or a forfeiture or waiver of any amounts payable under this Lease or of any damages or other sums accruing to a party by reason of the other's failure to fully and completely keep, observe, perform, satisfy and comply with all of the agreements, terms, covenants, conditions, requirements, provisions and restrictions of this Lease. No action taken by or on behalf of Landlord shall be construed to be an acceptance of a surrender of this Lease. Forbearance in pursuing or exercising one or more of its remedies shall not be deemed or construed to constitute a waiver of any Event of Default or of any remedy. No waiver by a party of any right or remedy on one occasion shall be construed as a waiver of that right or remedy on any subsequent occasion or as a waiver of any other right or remedy then or thereafter existing. No failure of a party to pursue or exercise any of its powers, rights or remedies or to insist upon strict and exact compliance by the other with any agreement, term, covenant, condition, requirement, provision or restriction of this Lease, and no custom or practice at variance with the terms of this Lease, shall constitute a waiver by a party of the right to demand strict and exact compliance with the terms and conditions of this Lease. No termination of this Lease shall affect Landlord's right to collect rent for the period prior to termination. Landlord shall be entitled to recover its reasonable attorneys' fees and costs of suit resulting from any default by Tenant under this Lease.

ARTICLE TWENTY-FIVE **MISCELLANEOUS**

Section 25.01. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given, received and effective for all purposes when delivered to the notice address of the recipient, regardless of whether actually received. The initial notice address for each party is set forth below its signature to this Lease. Either party may, from time to time, by notice to the other party in accordance with this Section, specify a different address to which notices shall be sent.

Section 25.02. Headings. The use of headings, captions and numbers in this Lease is solely for the convenience of identifying and indexing the various provisions in this Lease and shall in no event be considered otherwise in construing or interpreting any provision in this Lease.

Section 25.03. Exhibits. Each and every exhibit referred to or otherwise mentioned in this Lease is attached to this Lease and is and shall be construed to be made a part of this Lease by such reference or other mention at each point at which such reference or other mention occurs, in the same

manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

Section 25.04. Binding Effect. All provisions contained in this Lease shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and assigns of Landlord and Tenant to the same extent as if each such successor and assign were named as a party hereto.

Section 25.05. Severability. If any term, covenant, condition or provision of this Lease, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Lease or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be fully affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

Section 25.06. Limitation of Liability. Notwithstanding any provision to the contrary contained herein, Tenant agrees that it shall look solely to the estate and property of Landlord in and to the Premises in the event of any claim against Landlord arising out of or in connection with this Lease, the relationship of Landlord and Tenant or Tenant's use of the Premises. No properties or assets of Landlord other than the estate and property of Landlord in and to the Land and the Building and no property owned by any direct or indirect owner, partner, member, manager, officer, director, shareholder, trustee, employee or agent of Landlord shall be subject to levy, execution or other enforcement procedures for the satisfaction of any judgment or for the satisfaction of any other remedy of Tenant arising out of or in connection with this Lease, the relationship of Landlord and Tenant or Tenant's use of the Premises. Under no circumstances whatsoever shall Landlord ever be liable for punitive, consequential or special damages (including without limitation loss of business or income) under this Lease and Tenant waives any rights it may have to such damages under this Lease in the event of a default by Landlord.

Section 25.07. Time of Essence. Time is of the essence of this Lease.

Section 25.08. Applicable Law; Jurisdiction and Venue; Waiver of Jury Trial. This Lease shall be governed by, construed under and interpreted and enforced in accordance with the laws of the state in which the Premises are located. In the event of litigation, venue shall lie exclusively with the state and federal courts in and for the county and state in which the Premises are located, and Landlord and Tenant hereby consent to the jurisdiction of such courts. To the fullest extent permitted by law, Landlord and Tenant hereby waive any and all right to a trial by jury on any issue to enforce any term or condition of this Lease or either party's rights thereunder.

Section 25.09. Entire Agreement. This Lease contains the entire agreement of Landlord and Tenant with respect to the Premises which are the subject hereof, and no representations, warranties, inducements, promises or agreements, oral or otherwise between the parties not embodied in this Lease shall be of any force or effect.

Section 25.10. Modifications. This Lease shall not be modified or amended in any respect except by a written agreement executed by Landlord and Tenant in the same manner as this Lease is executed.

Section 25.11. Holding Over. If Tenant remains in possession of the Premises after the Expiration Date, Tenant shall be a tenant at will subject to all of the other terms and provisions hereof (except that the Base Rent shall be **200%** of the amount otherwise payable under **Section 3.01**), and there shall be no renewal of this Lease by operation of law.

Section 25.12. No Merger. There shall be no merger of this Lease or of this Lease or leasehold estate hereby created with the fee estate in the Premises by reason of the fact that the same person acquires or holds, directly or indirectly, this Lease or the leasehold estate hereby created or any interest herein or in such leasehold estate as well as the fee estate in the Premises or any interest in such fee estate.

Section 25.13. Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

Section 25.14. Electronic Transmission. Each party shall be authorized to accept, and may rely upon, a facsimile or e-mail transmission of this Lease executed by the other party and such document shall be binding upon the executing party.

Section 25.15. Memorandum of Lease. Tenant shall not record this Lease or a memorandum thereof without the prior written consent of Landlord.

Section 25.16. Authority. Each party represents and warrants to the other that it has the right, authority and power to enter into this Lease.

Section 25.17. Guaranty. As a material inducement for the granting, execution, and delivery of this Lease by Landlord, the guaranty agreement attached hereto as **Exhibit B** shall be executed and delivered to Landlord.

Section 25.18. Savings Clause. If any provision of this Lease or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Lease which can be given effect without the invalid provisions or applications, and to this end the provisions of this Lease are declared to be severable.

Section 25.19. OFAC Certification. Tenant certifies, represents and warrants to Landlord that:

(a) Tenant is not, and shall not become, a person or entity with whom Landlord is restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC")

of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, without limitation, the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, as amended "**Executive Order 13224**"), or other governmental action and is not, and shall not, engage in any dealings or transactions or otherwise be associated with such persons or entities.

(b) Tenant is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation with whom Landlord is restricted from doing business under the regulations of OFAC (including, but not limited to, Executive Order 13224) or other governmental action and is not and shall not engage in any dealings or transactions, employ or otherwise be associated, with such person, group, entity or nation.

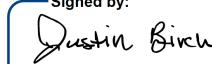
Any breach of the certifications, representations and/or warranties contained in this Section shall constitute a non-curable default and is grounds for immediate termination of this Lease by Landlord.

[Remainder of page intentionally left blank - Signatures on following page]

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

LANDLORD:

RUBICON INDUSTRIES USA, LLC,

Signed by:
By: 
Print name: JUSTIN BIRCH
Title: President and CEO

Initial Notice Address:

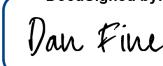
2011 Broadbank Court
Ridgeville, SC 29472
Attention: Kathy Parker
KRPARKE@arborgen.com
843-851-5716

TENANT:

PALMETTO TRI-VENTURE
a general partnership

By: its partners

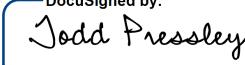
TURNER CONSTRUCTION COMPANY

By:  70PF4BEP716E478...

Name: Dan Fine

Title: Vice President & General Manager

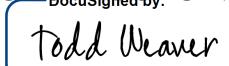
UJAMAA CONSTRUCTION

By:  609D6450D28446D...

Name: Todd Pressley

Title: Principal and Executive Vice

TW CONSTRUCTORS

By:  0DD0E9D7A02940E...

Name: Todd Weaver

Title: CEO

Initial Notice Address:

Palmetto Tri-Venture

Attn: Bill Johnson | Senior Project Manager

314.803.7035

wejohnson@palmettotori-v.com

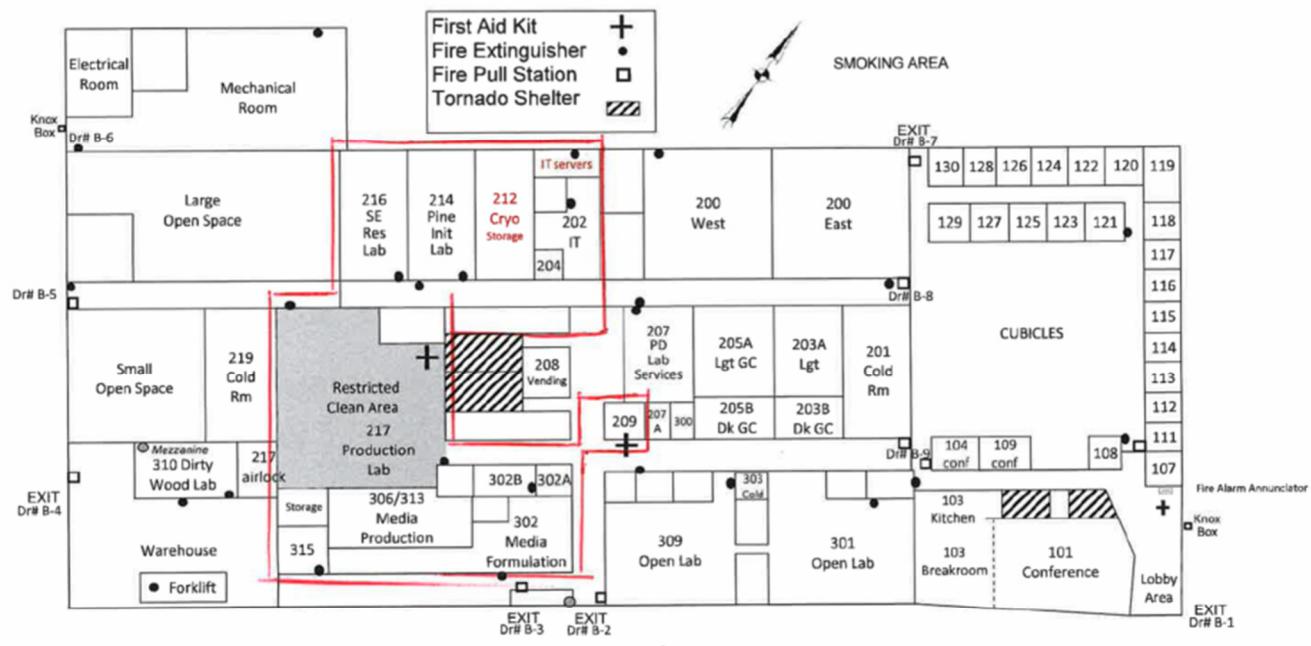
Exhibit A**Landlord Continued Occupancy Area**

Exhibit B

[Guarantor financials under review by Landlord]

Guaranty Agreement

_____, 2024

The undersigned (each, a “**Guarantor**”) in consideration of, and in order to induce **RUBICON INDUSTRIES USA, LLC**, a Delaware limited liability company (“**Landlord**”) to enter into the attached Lease Agreement with **PALMETTO TRI-VENTURE** a general partnership (“**Tenant**”) (the “**Lease**”), do each hereby jointly and severally unconditionally guarantee the payment of rent and the performance of all obligations expressed as to be performed by Tenant under the terms and provisions of the Lease, including payment of damages for any breach of the Lease (collectively the “**Lease Obligations**”). Each Guarantor’s obligation under this Guaranty shall extend through the Lease Term, and any renewals or extensions thereof, and shall be binding upon Guarantor’s heirs, successors and assigns.

Whether or not any existing relationship between the Guarantor and Tenant has been changed or ended and whether or not this Guaranty has been revoked, Landlord may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Lease Obligations, without any consent or approval by Guarantor and without any notice to Guarantor. The liability of Guarantor shall not be affected or impaired by any of the following acts or things (which Landlord is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this Guaranty): (i) any one or more extensions or renewals of the Lease Obligations (whether or not for longer than the original period), (ii) any expansion of the Premises, (iii) any amendment or modification of the Lease or the contractual terms applicable to the Lease Obligations, (iv) any assignment of the Tenant’s rights under the Lease (whether or not by the initial Tenant named above or any assignee of such Tenant’s rights) or any sublease of the Premises demised under the Lease, (v) any waiver or indulgence granted to Tenant, any delay or lack of diligence in the enforcement of the Lease Obligations, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any other person liable in respect of any of the Lease Obligations; (vi) the assertion by Landlord of any right or remedy available under the Lease, including without limitation the termination thereof, (vii) any full or partial release of, settlement with, or agreement not to sue, Tenant or any other guarantor or other person liable in respect of any of the Lease Obligations; or (viii) any release or discharge of Tenant in any creditors’, receivership, bankruptcy or other proceeding; the impairment, limitation or modification of any liability of Tenant or remedy against Tenant in any such proceeding; or the rejection, disaffirmance, disallowance or the like of the Lease or this Guaranty in any such proceeding.

Each Guarantor hereby waives notice of acceptance hereof, or any action taken or omitted in reliance hereof, or of any default of Tenant under the Lease. Guarantor hereby further waives any requirement that Landlord first exhaust or pursue Landlord’s remedies available under the

Lease or any other guaranty or security for Tenant's obligations under the Lease before Landlord proceeds directly, and recovers, against the Guarantor.

Each Guarantor agrees for himself, herself or itself that he, she or it will not exercise or enforce any right of contribution, reimbursement, recourse or subrogation available to such Guarantor against any person liable for payment of the Lease Obligations, or as to any collateral security therefor, unless and until all of the Lease Obligations shall have been fully paid and discharged.

In addition to the Lease Obligations, each Guarantor jointly and severally and unconditionally agrees to pay all costs and expenses, including reasonable attorney's fees, incurred by Landlord in connection with the protection, defense or enforcement of this Guaranty.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Guaranty Agreement as of the day and year first above written.

GUARANTOR:

**TURNER CONSTRUCTION
COMPANY,**
a _____ corporation

By: _____
Print name: _____
Title: _____

STATE OF _____)
COUNTY OF _____) ss.:

The foregoing instrument was executed and acknowledged before me this _____ day of _____, 2024, by _____, an individual resident of the State of _____, who is personally known to me.

Print Name: _____
Notary Public for _____
My Commission Expires: _____

GUARANTOR:

TW CONSTRUCTORS, LLC,
a South Carolina limited liability company

By: _____
Print name: _____
Title: _____

STATE OF _____)
COUNTY OF _____) ss.:

The foregoing instrument was executed and acknowledged before me this _____ day of _____, 2024, by _____, an individual resident of the State of _____, who is personally known to me.

Print Name: _____
Notary Public for _____
My Commission Expires: _____

GUARANTOR:

UJAMAA CONSTRUCTION INC.,
a _____ corporation

By: _____
Print name: _____
Title: _____

STATE OF _____)
COUNTY OF _____) ss.:

The foregoing instrument was executed and acknowledged before me this _____ day of _____, 2024, by _____, an individual resident of the State of _____, who is personally known to me.

Print Name: _____
Notary Public for _____
My Commission Expires: _____

Exhibit C

FF&E to Sell to Tenant

RECEPTION AREA

reception area furniture
filing cabinets

LARGE CONFERENCE ROOM

Conference room table and chairs
credenza
mounted projector
retractable screen

KITCHEN

Breakroom tables and chairs
2 refrigerators
2 microwaves
coffee pot
hot water/cold water dispenser
9 folding tables
2 racks of folding chairs

BACK KITCHEN AND BATHROOMS

Lockers in bathrooms
Breakroom tables and chairs
Refrigerator and microwave
3 metal desks & assorted desk chairs
Lab stools

OFFICE AREA

32 cubicle spaces with desk, chairs, file storage and overhead bin
8 single drawer Fire King filing cabinets
2 - 3 drawer fire king filing cabinets
3 - 2 drawer fire king filing cabinets
10 miscellaneous filing cabinets
15 offices with assorted desks, chairs, bookshelves, credenzas, filing cabinets
Cabinet, 2 metal bookshelves, 2 tables in office supply area

4 CONFERENCE ROOMS

conference room tables and chairs
Projectors with screens in 3 rooms

GREENHOUSE

5 offices with assorted desks, chairs

Small cubicle area with 4 desks

Refrigerator and microwave

Miscellaneous tables, chairs, lockers

MEZZANINE

Miscellaneous building supplies including filters, lights, carpet squares, ceiling tiles