Docusign Envelope ID: 5B662220-7552-4C87-8767-29454D9724E7

5720 Lyndon B Johnson Freeway, Suite 300
Dallas, TX 75240

LEASE AGREEMENT

This Lease Agreement (this "Lease") is dated as of August 15, 2025 (the "Effective Date"), by and between **OLYMBEC SUNBELT LLC**, a Delaware limited liability company (the "Landlord"), and **SWIPEIFY, LLC**, a Texas limited liability company (the "Tenant").

1. LEASE OF PREMISES.

In consideration of the Rent (as defined at Section 5.3) and the provisions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises shown on the floor plan attached hereto as Exhibit "A," and further described at Section 2K. The Premises are located within the Building and Project described in Section 2L. Tenant shall have the non-exclusive right (unless otherwise provided herein) in common with Landlord, other tenants, subtenants and invitees, to use of the Common Areas, (but not parking, unless specifically leased herein) for access and egress (as defined at Section 2E).

2. DEFINITIONS.

As used in this Lease, the following meanings:

A. ***Base Year***: The calendar year of **2025**.

B. ***Broker(s)***

- Landlord's: NAI Robert Lynn
- Tenant's: N/A

C. ***Commencement Date***: **September 1, 2025**.

D. ***Intentionally Deleted.***

E. ***Common Areas***: The building lobbies, common corridors and hallways, restrooms, garage and parking areas, stairways, and other generally understood public or common areas. Landlord shall have the right to regulate or restrict the use of the Common Areas.

F. ***Expiration Date***: December 31, 2030, unless otherwise sooner terminated in accordance with the provisions of this Lease.

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G. ***Landlord's Mailing Address***: Olymbec Sunbelt LLC, 1700 Pacific Avenue, Suite 150, Dallas, Texas 75201, Attention: Property Manager, with a copy to 1004 E. Brooks Road, Memphis, Tennessee 38116 Attn: EVP Operations and General Counsel.

H. ***Tenant's Mailing Address***: 5720 LBJ Freeway, Suite 300, Dallas, Texas 75240.

I. ***Payment of Rent:*** Notwithstanding anything in this Lease to the contrary, Tenant expressly and irrevocably covenants and agrees that Tenant shall pay to Landlord, or to Landlord's agent, Tenant's Base Rent, Excess Expenses, and/or any other monies outstanding and due, by (a) pre-authorized electronic debit payment from Tenant's bank account and Tenant shall remit to Landlord, at the date of signature of this Lease by Tenant, a specimen check from a recognized financial institution, failing which Tenant hereby expressly authorizes Landlord to debit the account currently used by Tenant or (b) Automated Clearing House (ACH).

J. ***Monthly Installments of Base Rent and Electricity Fee***:

Period	Rate PSF	Base Rent	Electricity Fee (subject to change)
September 1, 2025 to December 31, 2025	$5.50	$5,900.58 OPEX ONLY	$1,898.92
January 1, 2026 to August 31, 2026	$12.50	$13,410.42	$1,898.92
September 1, 2026 to August 31, 2027	$17.00	$18,238.17	$1,898.92
September 1, 2027 to August 31, 2028	$17.50	$18,774.58	$1,898.92
September 1, 2028 to August 31, 2029	$18.00	$19,311.00	$1,898.92
September 1, 2029 to December 31, 2030	$18.50	$19,847.42	$1,898.92

K. ***Premises***: That portion of the Building containing approximately **twelve thousand eight hundred seventy-four (12,874) Square Feet** of Rentable Area (which includes service areas), shown on Exhibit "A," and known as **5720 Lyndon B Johnson Freeway, Suite 300**. Landlord shall not be responsible or liable with regards to the accuracy of the information pertaining to Tenant's civic address of the Premises, as displayed in this Article 2 and this Lease. Tenant shall verify such information, at its own cost and expense.

L. ***Project:*** The building of which the Premises are a part (the "Building") and any other buildings or improvements on the real property (the

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"Property") located at 5720 Lyndon B Johnson Freeway, Dallas, Texas 75240.

M. ***Rentable Area***: As to both the Premises and the Project, the respective measurements of the floor area as may from time to time be subject to lease by Tenant and all tenants of the Project, respectively, shall be determined by Landlord and applied on a consistent basis throughout the Project.

N. ***Deposit:*** Upon signature of the present Lease by the Tenant, the Tenant must remit to Landlord a certified check or money order in the amount of **$15,599.00**, representing the OPEX and Electricity Fee for the first two months of the Term (the "Deposit").

O. ***Security Deposit*** **(Article 7): $8,000.00 to be paid in two (2) installments. $4,000.00 paid upon signature of this Lease and $4,000.00 on or before the Commencement Date and key release.**

P. ***State***: The State of **Texas**.

Q. ***Parking***: Unless specifically designated in this Lease, Tenant shall not be entitled to any parking privileges on the Property. Tenant shall abide by any and all parking regulations and rules established from time to time by Landlord or Landlord's parking operator. Landlord reserves the right to separately charge Tenant's guests and visitors for parking.

R. ***Tenant's Proportionate Share***: **9.99%**. Such share is a fraction, the numerator of which is the Rentable Area of the Premises, and the denominator of which is the Rentable Area of the Building, as determined by Landlord from time to time. The Rentable Area of the Building is 128,918 square feet.

S. ***Tenant's Use Clause*** **(Article 8):** The Premises shall be used and occupied only for general office for merchant services and for no other use or purpose.

T. ***Option to Renew:*** As described in Article 37 herein.

U. ***Term***: The period commencing on the Commencement Date and expiring at midnight on the Expiration Date.

3. EXHIBITS AND ADDENDA.

The exhibits and addenda listed below (unless lined out) are incorporated by reference in this Lease:

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a. Exhibit "A" – Floor Plan showing the Premises
b. Exhibit "B" – Building Standard Work Letter
c. Exhibit "C" – Rules and Regulations
d. Exhibit "D" – Guaranty
e. Exhibit "E" – Parking

4. DELIVERY OF POSSESSION.

If for any reason Landlord does not deliver possession of the Premises to Tenant on the Commencement Date, Landlord shall not be subject to any liability for such failure, the Expiration Date shall not change and the validity of this Lease shall not be impaired, but Rent shall be abated until delivery of possession. "Delivery of possession" shall be deemed to occur on the date Landlord completes the Work (as defined in Exhibit "B"). If Landlord permits Tenant to enter into possession of the Premises before the Commencement Date, such possession shall be subject to the provisions of this Lease, including, without limitation, the payment of Rent. Notwithstanding anything in this Lease to the contrary, Tenant acknowledges that following the full execution of this Lease by both Landlord and Tenant, it may take Landlord several weeks to complete the permit application process and obtain necessary permits in order to commence working on the Work, and Landlord shall neither be liable, nor shall any rent abate, be set-off, or be deducted, nor shall the Commencement Date be adjusted, as a result of Landlord obtaining such permits or any delays related thereto so long as Landlord is diligently obtaining same.

5. RENT.

5.1 *Payment of Base Rent.*

Tenant agrees to pay the Base Rent for the Premises. Monthly Installments of Base Rent shall be payable in advance on the first day of each calendar month of the Term. If the Term begins (or ends) on other than the first (or last) day of a calendar month, the Base Rent for the partial month shall be prorated on a per diem basis. Tenant shall pay Landlord the first Monthly Installment of Base Rent when Tenant executes the Lease.

5.2 *Project Operating Costs.*

a) In order that the Rent payable during the Term reflects any increase in Project Operating Costs, Tenant agrees to pay to Landlord as Rent, Tenant's Proportionate Share of all increases in costs, expenses and obligations attributable to the Project and its operation, all as provided below.

b) If, during any calendar year during the Term, Project Operating Costs exceed the Project Operating Costs for the Base Year, Tenant shall pay to Landlord, in addition to the Base Rent and all other payments due under this Lease, an amount

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equal to Tenant's Proportionate Share of such excess Project Operating Costs in accordance with the provisions of this Section 5.2(b).

(1) The term "Project Operating Costs" shall include all those items described in the following subparagraphs (a) and (b).

(a) All taxes, assessments, water and sewer charges and other similar governmental charges levied on or attributable to the Building or Project or their operation, including without limitation, (i) real property taxes or assessments levied or assessed against the Building or Project, (ii) assessments or charges levied or assessed against the Building or Project by any redevelopment agency, (iii) any tax measured by gross rentals received from the leasing of the Premises, Building or Project, excluding any net income, franchise, capital stock, estate or inheritance taxes imposed by the State or federal government or their agencies, branches or departments; provided that if at any time during the Term any governmental entity levies, assesses or imposes on Landlord any (1) general or special, ad valorem or specific, excise, capital levy or other tax, assessment, levy or charge directly on the Rent received under this Lease or on the rent received under any other leases of space in the Building or Project, or (2) any license fee, excise or franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rent, or (3) any transfer, transaction, or similar tax, assessment, levy or charge based directly or indirectly upon the transaction represented by this Lease or such other leases, or (4) any occupancy, use, per capita or other tax, assessment, levy or charge based directly or indirectly upon the use or occupancy of the Premises or other premises within the Building or Project, then any such taxes, assessments, levies and charges shall be deemed to be included in the term Project Operating Costs. If at any time during the Term the assessed valuation of, or taxes on, the Project are not based on a completed Project having at least eighty-five percent (85%) of the Rentable Area occupied, the "taxes" component of Project Operating Costs shall be adjusted by Landlord to reasonably approximate the taxes which would have been payable if the Project were completed and at least eighty-five percent (85%) occupied.

(b) Operating costs incurred by Landlord in maintaining and operating the Building and Project, including without limitation the following: costs of (1) utilities; (2) supplies; (3) insurance (including public liability, property damage, earthquake, and fire and extended coverage insurance for the full replacement cost of the Building and Project as required by Landlord or its lenders for the Project); (4) services of independent contractors; (5) compensation (including employment taxes and fringe benefits) of all persons who perform duties connected with the operation, maintenance, repair or overhaul of the Building or Project, and equipment, improvements and facilities located within the Project, including without limitation engineers, janitors, painters, floor waxers, window washers, snow removers, landscapers, security and parking personnel and gardeners (but excluding persons performing services not uniformly available to or performed for substantially all Building or Project tenants); (6) operation and maintenance of

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a room for delivery and distribution of mail to tenants of the Building or Project as required by the U.S. Postal Service (including, without limitation, an amount equal to the fair market rental value of the mail room premises); (7) management of the Building or Project, whether managed by Landlord or an independent contractor (including, without limitation, an amount equal to the fair market value of any on-site manager's office); (8) rental expenses for (or a reasonable depreciation allowance on) personal property used in the maintenance, operation or repair of the Building or Project; (9) costs, expenditures or charges (whether capitalized or not) required by any governmental or quasi-governmental authority; (10) amortization of capital expenses (including financing costs) (i) required by a governmental entity for energy conservation or life safety purposes, or (ii) made by Landlord to reduce Project Operating Costs; (11) the costs of repairs, replacements and improvements to the Building, including without limitation, all systems, equipment, facilities, improvements servicing the Building; (12) the cost of maintenance, repairs, replacements and improvements to the Common Areas of the Project including, without limitation, the parking areas, roadways, roof, sidewalk and interior spaces; (13) an administrative fee equal to fifteen percent (15%) of Project Operating Costs; (14) depreciation of equipment, general overhead and fees, including administrative fees, service fees and legal and auditing fees with regard to administration and operation of the Project; and (15) any other costs or expenses incurred by Landlord under this Lease and not otherwise reimbursed by tenants of the Project. If at any time during the Term, less than eighty-five percent (85%) of the Rentable Area of the Project is occupied, the "operating costs" component of Project Operating Costs shall be adjusted by Landlord to reasonably approximate the operating costs which would have been incurred if the Project had been at least eighty-five percent (85%) occupied.

(2) Tenant's Proportionate Share of Project Operating Costs shall be payable by Tenant to Landlord as follows:

(a) Beginning with the calendar year following the Base Year and for each calendar year thereafter ("Comparison Year"), Tenant shall pay Landlord an amount equal to Tenant's Proportionate Share of the Project Operating Costs incurred by Landlord in the Comparison Year which exceeds the total amount of Project Operating Costs payable by Landlord for the Base Year. This excess is referred to as the "Excess Expenses."

(b) To provide for current payments of Excess Expenses, Tenant shall, at Landlord's request, pay as additional rent during each Comparison Year, an amount equal to Tenant's Proportionate Share of the Excess Expenses payable during such Comparison Year, as estimated by Landlord from time to time. Such payments shall be made in monthly installments, commencing on the first day of the month following the month in which Landlord notifies Tenant of the amount it is to pay hereunder and continuing until the first day of the month following the month in which Landlord give Tenant a new notice of estimated Excess Expenses. It is the

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intention hereunder to estimate from time to time the amount of the Excess Expenses for each Comparison Year and Tenant's Proportionate Share thereof, and then to make an adjustment in the following year based on the actual Excess Expenses incurred for that Comparison Year.

(c) During or following each Comparison Year after the first Comparison Year (or as soon thereafter as is practical), Landlord shall deliver to Tenant a statement setting forth Tenant's Proportionate Share of the Excess Expenses for the preceding Comparison Year. If Tenant's Proportionate Share of the actual Excess Expenses for the previous Comparison Year exceeds the total of the estimated monthly payments made by Tenant for such year, Tenant shall pay Landlord the amount of the deficiency within ten (10) days of the receipt of the statement. If such total exceeds Tenant's Proportionate Share of the actual Excess Expenses for such Comparison Year, then Landlord shall credit against Tenant's next ensuing monthly installment(s) of additional rent an amount equal to the difference until the credit is exhausted. If a credit is due from Landlord on the Expiration Date, Landlord shall pay Tenant the amount of the credit. The obligations of Tenant and Landlord to make payments required under this Section 5.2 shall survive the Expiration Date.

(d) Tenant's Proportionate Share of Excess Expenses in any Comparison Year having less than 365 days shall be appropriately prorated.

5.3 ***Definition of Rent.***

All costs and expenses which Tenant assumes or agrees to pay to Landlord under this Lease shall be deemed additional rent (which, together with the Base Rent, Electricity Fee and Tenant's Proportionate Share of Excess Expenses is sometimes referred to as the "Rent"). The Rent shall be paid to the Building manager (or other person) and at such place, as Landlord may from time to time designate in writing, without any prior demand therefor and without deduction or offset, in lawful money of the United States of America.

5.4 ***Rent Control.***

If the amount of Rent or any other payment due under this Lease violates the terms of any governmental restrictions on such Rent or payment, then the Rent or payment due during the period of such restrictions shall be the maximum amount allowable under those restrictions. Upon termination of the restrictions, Landlord shall, to the extent it is legally permitted, recover from Tenant the difference between the amounts received during the period of the restrictions and the amounts Landlord would have received had there been no restrictions.

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5.5 ***Taxes Payable by Tenant.***

In addition to the Rent and any other charges to be paid by Tenant hereunder, Tenant shall reimburse Landlord upon demand for any and all taxes payable by Landlord (other than net income taxes) which are not otherwise reimbursable under this Lease, whether or not now customary or within the contemplation of the parties, where such taxes are upon, measured by or reasonably attributable to (a) the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises, or the cost or value of any leasehold improvements made in or to the Premises by or for Tenant, other than Building Standard Work made by Landlord, regardless of whether title to such improvements is held by Tenant or Landlord; (b) the gross or net Rent payable under this Lease, including, without limitation, any rental or gross receipts tax levied by any taxing authority with respect to the receipt of the Rent hereunder; (c) the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion thereof; or (d) this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises. If it becomes unlawful for Tenant to reimburse Landlord for any costs as required under this Lease, the Base Rent shall be revised to net Landlord the same net Rent after imposition of any tax or other charge upon Landlord as would have been payable to Landlord but for the reimbursement being unlawful.

6. **INTEREST AND LATE CHARGES.**

If Tenant fails to pay when due any Rent or other amounts or charges which Tenant is obligated to pay under the terms of this Lease, the unpaid amounts shall bear interest at the maximum rate then allowed by law. Tenant acknowledges that the late payment of any Monthly Installment of Base Rent will cause Landlord to lose the use of that money and incur costs and expenses not contemplated under this Lease, including without limitation, administrative and collection costs and processing and accounting expenses, the exact amount of which is extremely difficult to ascertain. Therefore, in addition to interest, if any such installment is not received by Landlord when due, Tenant shall pay Landlord a late charge equal to ten percent (10%) of such installment. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for the loss suffered from such nonpayment by Tenant. Acceptance of any interest or late charge shall not constitute a waiver of Tenant's default with respect to such nonpayment by Tenant nor prevent Landlord from exercising any other rights or remedies available to Landlord under this Lease. Notwithstanding anything herein to the contrary, if checks representing the Rent or any other sums due hereunder are returned by the bank or financial institution (insufficient funds, stop payment, etc.), Landlord may recover from Tenant, as additional rent, (1) an administration fee equal to fifteen percent (15%) and (2) legal costs incurred by Landlord. Landlord may also obtain damages from Tenant.

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7. SECURITY DEPOSIT.

With the execution of this Lease, Tenant agrees to deposit by certified check or money order with Landlord the Security Deposit set forth at Section 2.O upon execution of this Lease, as security for Tenant's faithful performance of its obligations under this Lease. Landlord and Tenant agree that the Security Deposit may be commingled with funds of Landlord and Landlord shall have no obligation or liability for payment of interest on such deposit. Tenant shall not mortgage, assign, transfer or encumber the Security Deposit without the prior written consent of Landlord and any attempt by Tenant to do so shall be void, without force or effect and shall not be binding upon Landlord.

If Tenant fails to pay any Rent or other amount when due and payable under this Lease, or fails to perform any of the terms hereof, Landlord may, in its sole and absolute discretion, without notice to Tenant, appropriate and apply or use all or any portion of the Security Deposit for Rent payments or any other amount then due and unpaid, for payment of any amount for which Landlord has become obligated as a result of Tenant's default or breach, and for any loss or damage sustained by Landlord as a result of Tenant's default or breach, and Landlord may so apply or use this deposit without prejudice to any other remedy Landlord may have by reason of Tenant's default or breach. If Landlord so uses any of the Security Deposit, Tenant shall, within ten (10) days after written demand therefor, restore the Security Deposit to the full amount originally deposited; Tenant's failure to do so shall constitute an act of default hereunder and Landlord shall have the right to exercise any remedy provided for at Article 27 hereof. Following the expiration of the Term (or any extension thereof) or Tenant's vacation of the Premises, whichever shall last occur, and provided Tenant is not then in default on any of its obligation hereunder, Landlord shall return the Security Deposit to Tenant, or, if Tenant has assigned its interest under this Lease, to the last assignee of Tenant. If Landlord sells its interest in the Premises, Landlord may deliver this deposit to the purchaser of Landlord's interest and thereupon be relieved of any further liability or obligation with respect to the Security Deposit.

8. TENANT'S USE OF THE PREMISES.

Tenant shall use the Premises solely for the purposes set forth in Tenant's Use Clause. Tenant shall not use or occupy the Premises in violation of law or any covenant, condition or restriction affecting the Building or Project or the certificate of occupancy issued for the Building or Project, and shall, upon notice from Landlord, immediately discontinue any use of the Premises which is declared by any governmental authority having jurisdiction to be a violation of law or the certificate of occupancy. Tenant, at Tenant's own cost and expense, shall comply with all laws, ordinances, regulations, rules and/or any directions of any governmental agencies or authorities having jurisdiction which shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon Tenant or Landlord with respect to the Premises or its use or

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occupation. A judgment of any court of competent jurisdiction or the admission by Tenant in any action or proceeding against Tenant that Tenant has violated any such laws, ordinances, regulations, rules and/or directions in the use of the Premises shall be deemed to be a conclusive determination of that fact as between Landlord and Tenant. Tenant shall not do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage or other insurance policy covering the Building or Project and/or property located therein, and shall comply with all rules, orders, regulations, requirements and recommendations of the Insurance Services Office or any other organization performing a similar function. Tenant shall promptly upon demand reimburse Landlord for any additional premium charged for such policy by reason of Tenant's failure to comply with the provisions of this Article. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or Project, or injure or annoy them, or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises.

9. SERVICES AND UTILITIES.

(a) Provided that Tenant is not in default hereunder, Landlord agrees to furnish to the Premises during generally recognized business days, and during hours determined by Landlord in its sole discretion, and subject to the Rules and Regulations of the Building or Project and heating, ventilation and air conditioning ("HVAC") as required in Landlord's judgment for the comfortable use and occupancy of the Premises. If Tenant desires HVAC at any other time, Landlord shall use reasonable efforts to furnish such service upon reasonable notice from Tenant and Tenant shall pay Landlord's charges therefor on demand. Landlord shall also maintain and keep lighted the common stairs, common entries and restrooms in the Building. Landlord shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, nor shall the Rent be abated by reason of (i) the installation, use or interruption of use of any equipment in connection with the furnishing of any of the foregoing services, (ii) failure to furnish or delay in furnishing any such services where such failure or delay is caused by accident or any condition or event beyond the reasonable control of Landlord, or by the making of necessary repairs or improvements to the Premises, Building or Project, or (iii) the limitation, curtailment or rationing of, or restrictions on, use of water, electricity, gas or any other form of energy serving the Premises, Building or Project. Landlord shall not be liable under any circumstances for a loss of or injury to property or business, however occurring, through or in connection with or incidental to failure to furnish any such services. If Tenant uses heat generating machines or equipment in the Premises which affect the temperature otherwise maintained by the HVAC system, Landlord reserves the right to install supplementary air conditioning units in the Premises and

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the cost thereof, including the cost of installation, operation and maintenance thereof shall be paid by Tenant to Landlord upon demand by Landlord. Additionally, Landlord shall furnish elevator service, lighting replacement for building standard lights, restroom supplies, window washing and janitor services in a manner that such services are customarily furnished to comparable office buildings in the area.

(b) Landlord, subject to payment by Tenant as specified below, shall furnish sufficient electrical capacity to operate (i) incandescent lights, desktop computers, calculating machines, photocopying machines and other machines of similar low voltage electrical consumption (120/208 volts), provided that the total rated electrical design load for said lighting and machines of low electrical voltage shall not exceed six (6.00) watts demand per rentable square foot in the Premises and (ii) lighting and equipment of high voltage electrical consumption (277/480 volts), provided that the total rated electrical design load for said lighting and equipment of high electrical voltage shall not exceed three (3.00) watts demand per rentable square foot in the Premises.

(c) If Tenant wants to use any equipment, machines, or lighting that will cause Tenant's electricity requirements to exceed the specified levels or that will generate, excess heat, Tenant must give Landlord prior notice specifying Tenant's excess electricity requirements and the specific equipment that generates excess heat. If the excess electricity requirements can be supplied without, in Landlord's sole opinion, overloading the existing Building systems, or if the additional equipment necessary to supply Tenant's excess electricity requirements can be installed without, in Landlord's sole opinion, creating a dangerous condition in the Building, Landlord shall supply Tenant's excess electricity requirements and Tenant shall pay Landlord the cost of supplying the excess electricity requirements, including all installation costs, on demand as additional Rent.

(d) If Tenant's electricity use exceeds the specified limits, Landlord may, at its sole option, either:

(1) install separate submeter(s) for all or any part of the Premises and Tenant shall pay Landlord the installation cost and the cost of the excess electricity as metered on demand as additional Rent; or

(2) if Landlord does not elect to install separate submeter(s), cause Landlord's engineer to determine the amount of excess electricity to be allocated to Tenant based on the power requirements of the equipment or lighting and Tenant shall pay Landlord the cost of the excess electricity as reasonably determined by Landlord's engineer on demand as additional Rent.

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(e) If Tenant's electricity use exceeds the specified limits or any of Tenant's equipment generates excess heat, Landlord may also, at its sole option and without any obligation to do so, install supplemental air conditioning units in the Premises to offset the heat-generating effect of Tenant's excess electricity usage and Tenant's equipment and Tenant shall pay Landlord the installation cost and the cost of operation, use, repair, and replacement of the supplemental air conditioning units on demand as additional Rent.

(f) The obligation of Landlord to furnish electricity is subject to the rules and regulations of the supplier of electricity and of any municipal or other governmental authority regulating the business of providing electricity. Landlord is not liable to any Tenant party for any failure or defect in the supply or character of electricity furnished to the Premises due to any requirement, act, or omission of the entity supplying electricity to the Project.

(g) Tenant shall pay to Landlord, without any set off or deduction, the estimated Electricity Fee incurred in the use, occupancy, and operation of the Project and all related improvements and appurtenances, including electricity used for heating and air-conditioning and perimeter lighting for the Project, net of Submetered Power (defined below). The initial estimated Electricity Fee is $1.77 per square foot annually.

(h) The term "Submetered Power" means all supplemental electricity that is separately submetered by Landlord and paid by tenants in the Building or that is separately tracked and calculated by Landlord's engineer and paid by tenants in the Building.

(i) Landlord may adjust its estimate from time to time by notice to Tenant at any time during the applicable calendar year if actual Electricity Fee for the Project are substantially different from the estimate, and thereafter payments by Tenant under this Lease adjust accordingly. Tenant's obligation to pay the bill survives the termination or expiration of the Lease.

(j) Tenant shall have no right (and hereby waives any right Tenant may otherwise have) (1) to contract with or otherwise obtain any electrical service for or with respect to the Leased Premises or Tenant's operations therein from any provider of electrical service other than the provider of such service selected by Landlord in its sole discretion, or (2) to enter into any separate or direct contract or similar arrangement with the provider of electric service selected by Landlord for the provision of electrical service to Tenant at the Leased Premises.

10. CONDITION OF THE PREMISES.

Tenant's taking possession of the Premises in an "AS IS, WHERE IS" condition and its such taking of possession shall be deemed conclusive evidence that as of the date of taking possession the Premises are in good order and satisfactory

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condition, except for such matters as to which Tenant gave Landlord notice on or before the Commencement Date. No promise of Landlord to alter, remodel, repair or improve the Premises, the Building or the Project and no representation, express or implied, respecting any matter or thing relating to the Premises, Building, Project or this Lease (including, without limitation, the condition of the Premises, the Building or the Project) have been made to Tenant by Landlord or its Broker or Sales Agent, other than as may be contained herein or in a separate exhibit or addendum signed by Landlord and Tenant.

11. CONSTRUCTION, REPAIRS AND MAINTENANCE.

a. ***Landlord's Obligations.***

Landlord shall perform Landlord's Work to the Premises as described in Exhibit "B." Landlord shall maintain in good order, condition and repair the Building and all other portions of the Premises not the obligation of Tenant or of any other tenant in the Building.

b. ***Tenant's Obligations.***

(1) Tenant at Tenant's sole expense shall, except for services furnished by Landlord pursuant to Article 9 hereof, maintain the Premises in good order, condition and repair, including the interior surfaces of the ceilings, walls and floors, all doors, all interior windows, all plumbing, pipes and fixtures, electrical wiring, switches and fixtures, Building Standard furnishings and special items and equipment installed by or at the expense of Tenant.

(2) Tenant shall be responsible for all repairs and alterations in and to the Premises, Building and Project and the facilities and systems thereof, the need for which arises out of (i) Tenant's use or occupancy of the Premises, (ii) the installation, removal, use or operation of Tenant's Property (as defined in Article 13) in the Premises, (iii) the moving of Tenant's Property into or out of the Building, or (iv) the act, omission, misuse or negligence of Tenant, its agents, contractors, employees or invitees.

(3) If Tenant fails to maintain the Premises in good order, condition and repair, Landlord shall give Tenant notice to do such acts as are reasonably required to so maintain the Premises. If Tenant fails to promptly commence such work and diligently prosecute it to completion, then Landlord shall have the right to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended by Landlord shall be paid by Tenant promptly after demand with interest at the prime commercial rate then being charged by Bank of America plus two percent (2%) per annum, from the date of such work, but not to exceed the maximum rate then allowed by law. Landlord shall have no liability to Tenant for any damage, inconvenience, or

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interference with the use of the Premises by Tenant as a result of performing any such work.

c. ***Compliance with Law.***

Landlord and Tenant shall each do all acts required to comply with all applicable laws, ordinances, and rules of any public authority relating to their respective maintenance obligations as set forth herein.

d. ***Waiver by Tenant.***

Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford the Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition and repair.

e. Except as otherwise expressly provided in this Lease, Landlord shall have no liability to Tenant nor shall Tenant's obligations under this Lease be reduced or abated in any manner whatsoever by reason of any inconvenience, annoyance, interruption or injury to business arising from Landlord's making any repairs or changes which Landlord is required or permitted by this Lease or by any other tenant's lease or required by law to make in or to any portion of the Project, Building or the Premises. Landlord shall nevertheless use reasonable efforts to minimize any interference with Tenant's business in the Premises.

f. Tenant shall give Landlord prompt notice of any damage to or defective condition in any part or appurtenance of the Building's mechanical, electrical, plumbing, HVAC or other systems serving, located in, or passing through the Premises.

g. Upon the expiration or earlier termination of this Lease, Tenant shall return the Premises to Landlord clean and in the same condition as on the date Tenant took possession, except for normal wear and tear. Any damage to the Premises, including any structural damage, resulting from Tenant's use or from the removal of Tenant's fixtures, furnishings and equipment pursuant to Section 13(b) shall be repaired by Tenant at Tenant's expense.

h. To the fullest extent permitted by law, Tenant waives all claims (in law, equity, or otherwise) against Landlord and Landlord's officers, directors, shareholders, partners, trustees, members, agents, employees, property manager, and independent contractors (collectively, the "**Landlord Parties**") arising out of, knowingly and voluntarily assumes the risk of, and agrees that Landlord Parties are not liable to Tenant for any loss, damage, temperature fluctuations, or failure of Tenant's computer servers and related systems.

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12. ALTERATIONS AND ADDITIONS.

a. Tenant shall not make any additions, alterations or improvements to the Premises without obtaining the prior written consent of Landlord. Landlord's consent may be conditioned on Tenant's removing any such additions, alterations or improvements upon the expiration of the Term and restoring the Premises to the same condition as on the date Tenant took possession. All work with respect to any addition, alteration or improvement shall be done in a good and workmanlike manner by properly qualified and licensed personnel approved by Landlord, and such work shall be diligently prosecuted to completion. Landlord may, at Landlord's option, require that any such work be performed by Landlord's contractor, in which case the cost of such work shall be paid for before commencement of the work. Tenant shall pay to Landlord upon completion of any such work by Landlord's contractor, an administrative fee of fifteen percent (15%) of the cost of the work.

b. Tenant shall pay the costs of any work done on the Premises pursuant to Section 12(a), and shall keep the Premises, Building and Project free and clear of liens of any kind. Tenant shall indemnify, defend against and keep Landlord free and harmless from all liability, loss, damage, costs, attorneys' fees and any other expense incurred on account of claims by any person performing work or furnishing materials or supplies for Tenant or any person claiming under Tenant.

Tenant shall keep Tenant's leasehold interest, and any additions or improvements which are or become the property of Landlord under this Lease, free and clear of all attachment or judgment liens. Before the actual commencement of any work for which a claim or lien may be filed, Tenant shall give Landlord notice of the intended commencement date a sufficient time before that date to enable Landlord to post notices of non-responsibility or any other notices which Landlord deems necessary for the proper protection of Landlord's interest in the Premises, Building or the Project, and Landlord shall have the right to enter the Premises and post such notices at any reasonable time.

c. Landlord may require, at Landlord's sole option that Tenant provide to Landlord, at Tenant's expense, a lien and completion bond in an amount equal to at least one and one-half (1-1/2) times the total estimated cost of any additions, alterations or improvements to be made in or to the Premises, to protect Landlord against any liability for mechanic's and materialmen's liens and to insure timely completion of the work. Nothing contained in this Section 12(c) shall relieve Tenant of its obligation under Section 12(b) to keep the Premises, Building and Project free of liens.

d. Unless their removal is required by Landlord as provided in Section 12(a), all additions, alterations and improvements made to the Premises shall become the property of the Landlord and be surrendered with the Premises upon the expiration of the Term; provided, however, Tenant's equipment, machinery and

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trade fixtures which can be removed without damage to the Premises shall remain the property of Tenant and may be removed, subject to the provisions of Section 13(b).

e. Notwithstanding anything to the contrary contained in this Lease, Tenant shall obtain Landlord's written consent in each instance prior to Tenant (1) changing or upgrading any servers or related computer equipment that may create increased HVAC consumption or load and/or (2) installing or using portable air conditioning or space heater units.

13. LEASEHOLD IMPROVEMENTS; TENANT'S PROPERTY.

a. All fixtures, equipment, improvements and appurtenances attached to or built into the Premises at the commencement of or during the Term, whether or not by or at the expense of Tenant ("Leasehold Improvements"), shall be and remain a part of the Premises, shall be the property of Landlord and shall not be removed by Tenant, except as expressly provided in Section 13(b).

b. All movable partitions, business and trade fixtures, machinery and equipment, communications equipment and office equipment located in the Premises and acquired by or for the account of Tenant, without expense to Landlord, which can be removed without structural damage to the Building, and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Premises (collectively "Tenant's Property") shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term; provided that if any of Tenant's Property is removed, Tenant shall promptly repair any damage to the Premises or to the Building resulting from such removal.

14. RULES AND REGULATIONS.

Tenant agrees to comply with (and cause its agents, contractors, employees and invitees to comply with) the rules and regulations attached hereto as Exhibit "C" and with such reasonable modifications thereof and additions thereto as Landlord may from time to time make. Landlord shall not be responsible for any violation of said rules and regulations by other tenants or occupants of the Building or Project.

15. CERTAIN RIGHTS RESERVED BY LANDLORD.

Landlord reserves the following rights, exercisable without liability to Tenant for (a) damage or injury to property, person or business, (b) causing an actual or constructive eviction from the Premises, or (c) disturbing Tenant's use or possession of the Premises:

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a. To name the Building and Project and to change the name or street address of the Building or Project;

b. To install and maintain all signs on the exterior and interior of the Building and Project;

c. To have pass keys to the Premises and all doors within the Premises, excluding Tenant's vaults and safes;

d. At any time during the Term, and on reasonable prior notice to Tenant, to inspect the Premises, and to show the Premises to any prospective purchaser or mortgagee of the Project, or to any assignee of any mortgage on the Project, or to others having an interest in the Project or Landlord, and during the last six months of the Term, to show the Premises to prospective tenants thereof; and

e. To enter the Premises for the purpose of making inspections, repairs, alterations, additions or improvements to the Premises or the Building (including, without limitation, checking, calibrating, adjusting or balancing controls and other parts of the HVAC system), and to take all steps as may be necessary or desirable for the safety, protection, maintenance or preservation of the Premises or the Building or Landlord's interest therein, or as may be necessary or desirable for the operation or improvement of the Building or in order to comply with laws, orders or requirements of governmental or other authority. Landlord agrees to use its best efforts (except in an emergency) to minimize interference with Tenant's business in the Premises in the course of any such entry.

16. ASSIGNMENT AND SUBLETTING.

No assignment of this Lease or sublease of all or any part of the Premises shall be permitted, except as provided in this Article 16.

a. Tenant shall not, without the prior written consent of Landlord, assign, mortgage or hypothecate this Lease or any interest herein or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant. Any of the foregoing acts without such consent shall be void and shall, at the option of Landlord, terminate this Lease. This Lease shall not, nor shall any interest of Tenant herein, be assignable by operation of law without the written consent of Landlord.

b. If at any time or from time to time during the Term Tenant desires to assign this Lease or sublet all or any part of the Premises, Tenant shall give notice to Landlord setting forth the terms and provisions of the proposed assignment or sublease, and the identity of the proposed assignee or subtenant. Tenant shall promptly supply Landlord with such information concerning the business background and financial condition of such proposed assignee or subtenant as Landlord may reasonably

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request. Landlord shall have the option, exercisable by notice given to Tenant within twenty (20) days after Tenant's notice is given, either to sublet such space from Tenant at the rental and on the other terms set forth in this Lease for the term set forth in Tenant's notice, or, in the case of an assignment, to terminate this Lease. If Landlord does not exercise such option, Tenant may assign the Lease or sublet such space to such proposed assignee or subtenant on the following further conditions.

(1) Landlord shall have the right to approve such proposed assignee or subtenant, which approval shall not be unreasonably withheld;

(2) The assignment or sublease shall be on the same terms set forth in the notice given to Landlord;

(3) No assignment or sublease shall be valid and no assignee or sublessee shall take possession of the Premises until an executed counterpart of such assignment or sublease has been delivered to Landlord;

(4) No assignee or sublessee shall have a further right to assign or sublet except on the terms herein contained; and

(5) Any sums or other economic consideration received by Tenant as a result of such assignment or subletting, however denominated under the assignment or sublease, which exceed, in the aggregate, (i) the total sums which Tenant is obligated to pay Landlord under this Lease (prorated to reflect obligations allocable to any portion of the Premises subleased), plus (ii) any real estate brokerage commissions or fees payable in connection with such assignment or subletting, shall be paid to Landlord as additional rent under this Lease without affecting or reducing any other obligations of Tenant hereunder.

c. Notwithstanding the provisions of paragraphs a and b above, Tenant may assign this Lease or sublet the Premises or any portion thereof, without Landlord's consent and without extending any recapture or termination option to Landlord, to any corporation which controls, is controlled by or is under common control with Tenant, or to any corporation resulting from a merger or consolidation with Tenant, or to any person or entity which acquires all the assets of Tenant's business as a going concern, provided that (i) the assignee or sublessee assumes, in full, the obligations of Tenant under this Lease, (ii) Tenant remains fully liable under this Lease, and (iii) the use of the Premises under Article 8 remains unchanged.

d. No subletting or assignment shall release Tenant of Tenant's obligations under this Lease or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to

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one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by an assignee or subtenant of Tenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee, subtenant or successor. Landlord may consent to subsequent assignments of the Lease or sublettings or amendments or modifications to the Lease with assignees of Tenant, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto and any such actions shall not relieve Tenant of liability under this Lease.

e. As a condition to the effectiveness of each assignment or subletting, and whether or not Landlord's prior consent is required for the assignment or subletting, Tenant shall pay to Landlord its reasonable administrative and legal costs in connection therewith, not to exceed $1,000.

17. HOLDING OVER.

If after expiration of the Term, Tenant remains in possession of the Premises without Landlord's permission (express or implied), Tenant shall become a tenant from month to month only, upon all the provisions of this Lease (except as to term and Base Rent), but the "Monthly Installments of Base Rent" payable by Tenant shall be increased to two hundred percent (200%) of the Monthly Installments of Base Rent payable by Tenant at the expiration of the Term. Such monthly rent shall be payable in advance on or before the first day of each month. If either party desires to terminate such month to month tenancy, it shall give the other party not less than thirty (30) days advance written notice to the date of termination.

18. SURRENDER OF PREMISES.

a. Tenant shall peaceably surrender the Premises to Landlord on the Expiration Date, in broom-clean condition and in as good condition as when Tenant took possession, except for (i) reasonable wear and tear, (ii) loss by fire or other casualty, and (iii) loss by condemnation. Tenant shall, on Landlord's request, remove Tenant's Property on or before the Expiration Date and promptly repair all damage to the Premises or Building caused by such removal.

b. If Tenant abandons or surrenders the Premises, or is dispossessed by process of law or otherwise, any of Tenant's Property left on the premises shall be deemed to be abandoned, and, at Landlord's option, title shall pass to Landlord under this Lease as by a bill of sale. If Landlord elects to remove all or any part of such Tenant's Property, the cost of removal, including repairing any damage to the Premises or Building caused by

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such removal, shall be paid by Tenant. On the Expiration Date Tenant shall surrender all keys to the Premises.

19. DESTRUCTION OR DAMAGE.

a. If the Premises or the portion of the Building necessary for Tenant's occupancy is damaged by fire, earthquake, act of God, terrorism, the elements of other casualty, Landlord shall, subject to the provisions of this Article, promptly repair the damage, if such repairs can, in Landlord's opinion, be completed within ninety (90) days. If Landlord determines that repairs can be completed within ninety (90) days, this Lease shall remain in full force and effect, except that if such damage is not the result of the negligence or willful misconduct of Tenant or Tenant's agents, employees, contractors, licensees or invitees, the Base Rent shall be abated to the extent Tenant's use of the Premises is impaired, commencing with the date of damage and continuing until completion of the repairs required by Landlord under Section 19(d).

b. If in Landlord's opinion, such repairs to the Premises or portion of the Building necessary for Tenant's occupancy cannot be completed within ninety (90) days, Landlord may elect, upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially abated as provided in Section 19(a). If Landlord does not so elect to make such repairs, this Lease shall terminate as of the date of such fire or other casualty.

c. If any other portion of the Building or Project is totally destroyed or damaged to the extent that in Landlord's opinion repair thereof cannot be completed within ninety (90) days, Landlord may elect upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially abated as provided in Section 19(a). If Landlord does not elect to make such repairs, this Lease shall terminate as of the date of such fire or other casualty.

d. If the Premises are to be repaired under this Article, Landlord shall repair at its cost any injury or damage to the Building and Building Standard Work in the Premises. Tenant shall be responsible at its sole cost and expense for the repair, restoration and replacement of any other Leasehold Improvements and Tenant's Property. Landlord shall not be liable for any loss of business, inconvenience or annoyance arising from any repair or restoration of any portion of the Premises, Building or Project as a result of any damage from fire or other casualty.

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e. This Lease shall be considered an express agreement governing any case of damage to or destruction of the Premises, Building or Project by fire or other casualty, and any present or future law which purports to govern the rights of Landlord and Tenant in such circumstances in the absence of express agreement, shall have no application.

20. EMINENT DOMAIN.

a. If the whole of the Building or Premises is lawfully taken by condemnation or in any other manner for any public or quasi-public purpose, this Lease shall terminate as of the date of such taking, and Rent shall be prorated to such date. If less than the whole of the Building or Premises is so taken, this Lease shall be unaffected by such taking, provided that (i) Tenant shall have the right to terminate this Lease by notice to Landlord given within ninety (90) days after the date of such taking if twenty percent (20%) or more of the Premises is taken and the remaining area of the Premises is not reasonably sufficient for Tenant to continue operation of its business, and (ii) Landlord shall have the right to terminate this Lease by notice to Tenant given within ninety (90) days after the date of such taking. If either Landlord or Tenant so elects to terminate this Lease, the Lease shall terminate on the thirtieth (30^{th}) day after either such notice. The Rent shall be prorated to the date of termination. If this Lease continues in force upon such partial taking, the Base Rent and Tenant's Proportionate Share shall be equitably adjusted according to the remaining Rentable Area of the Premises and Project.

b. In the event of any taking, partial or whole, all of the proceeds of any award, judgment or settlement payable by the condemning authority shall be the exclusive property of Landlord, and Tenant hereby assigns to Landlord all of its right, title and interest in any award, judgment or settlement from the condemning authority. Tenant, however, shall have the right, to the extent that Landlord's award is not reduced or prejudiced, to claim from the condemning authority (but not from Landlord) such compensation as may be recoverable by Tenant in its own right for relocation expenses and damage to Tenant's personal property.

c. In the event of a partial taking of the Premises which does not result in a termination of this Lease, Landlord shall restore the remaining portion of the Premises as nearly as practicable to its condition prior to the condemnation or taking, but only to the extent of Building Standard Work. Tenant shall be responsible at its sole cost and expense for the repair, restoration and replacement of any other Leasehold Improvements and Tenant's Property.

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21. INDEMNIFICATION.

a. Tenant shall indemnify and hold Landlord harmless against and from liability and claims of any kind for loss or damage to property of Tenant or any other person, or for any injury to or death of any person, arising out of: (1) Tenant's use and occupancy of the Premises, or any work, activity or other things allowed or suffered by Tenant to be done in, on or about the Premises; (2) any breach or default by Tenant of any of Tenant's obligations under this Lease; or (3) any negligent or otherwise tortious act or omission of Tenant, its agents, employees, invitees or contractors. Tenant shall at Tenant's expense, and by counsel satisfactory to Landlord, defend Landlord in any action or proceeding arising from any such claim and shall indemnify Landlord against all costs, attorneys' fees, expert witness fees and any other expenses incurred in such action or proceeding. As a material part of the consideration for Landlord's execution of this Lease, Tenant hereby assumes all risk of damage or injury to any person or property in, on or about the Premises from any cause.

b. Landlord shall not be liable for injury or damage which may be sustained by the person or property of Tenant, its employees, invitees or customers, or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, whether such damage or injury results from conditions arising upon the Premises or upon other portions of the Building or Project or from other sources. Landlord shall not be liable for any damages arising from any act or omission of any other tenant of the Building or Project.

22. TENANT'S INSURANCE.

a. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies acceptable to Landlord and Landlord's lender and qualified to do business in the State. Each policy shall name Landlord, and at Landlord's request any mortgagee of Landlord, as an additional insured, as their respective interests may appear. Each policy shall contain (i) a cross-liability endorsement, (ii) a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord and that any coverage carried by Landlord shall be excess insurance, and (iii) a waiver by the insurer of any right of subrogation against Landlord, its agents, employees and representatives, which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, its agents, employees or representatives. A copy of each paid up policy (authenticated by the insurer) or certificate

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of the insurer evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Landlord before the date Tenant is first given the right of possession of the Premises, and thereafter annually and within thirty (30) days after any demand by Landlord therefor. Delivery of executed certificates of insurance shall be a condition precedent to Tenant occupying the Premises; provided, however, Tenant's failure to deliver to Landlord such certificates of insurance prior to occupancy shall not relieve Tenant of its obligation to pay Rent regardless if Tenant actually takes possession of the Premises. Landlord may, at any time and from time to time, inspect and/or copy any insurance policies required to be maintained by Tenant hereunder. No such policy shall be cancelable except after twenty (20) days written notice to Landlord and Landlord's lender. Tenant shall furnish Landlord with renewals or "binders" of any such policy at least ten (10) days prior to the expiration thereof. Tenant agrees that if Tenant does not take out and maintain such insurance, Landlord may (but shall not be required to) procure said charge, payable upon demand. Tenant shall have the right to provide such insurance coverage pursuant to blanket policies obtained by the Tenant, provided such blanket policies expressly afford coverage to the Premises, Landlord, Landlord's mortgagee and Tenant as required by this Lease.

b. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for and maintain in effect policies of casualty insurance covering (i) all Leasehold Improvements (including any alterations, additions or improvements as may be made by Tenant pursuant to the provisions of Article 12 hereof), and (ii) trade fixtures, merchandise and other personal property from time to time in, on or about the Premises, in an amount not less than one hundred percent (100%) of their actual replacement cost from time to time, providing protection against any peril included within the classification "Fire and Extended Coverage" together with insurance against sprinkler damage, vandalism, and malicious mischief. The proceeds of such insurance shall be used for the repair or replacement of the property so insured. Upon termination of this Lease following a casualty as set forth herein, the proceeds under (i) shall be paid to Landlord, and the proceeds under (ii) above, shall be paid to Tenant.

c. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for and maintain in effect workers' compensation insurance as required by law, business interruption insurance insuring loss of profits in the event of an insured peril damaging the Premises, and comprehensive public liability and property damage insurance with respect to the construction of improvements on the Premises, the use, operation or condition of the Premises and the operations of Tenant in, on or about the Premises, providing personal injury and broad form property damage

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coverage for not less than Two Million Dollars ($2,000,000.00) combined single limit for bodily injury, death and property damage liability per occurrence with Three Million Dollars ($3,000,000.00) aggregate coverage.

d. Not less than every three (3) years during the Term, Landlord and Tenant shall mutually agree to increases in all of Tenant's insurance policy limits for all insurance to be carried by Tenant as set forth in this Article. In the event Landlord and Tenant cannot mutually agree upon the amounts of said increases, then Tenant agrees that all insurance policy limits as set forth in this Article shall be adjusted for increases in the cost of living based on increases in the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for all Urban Consumers, U.S. City Average, Subgroup "All Items" (1982-84 = 100).

23. WAIVER OF SUBROGATION.

Tenant waives all rights of recovery against Landlord, its officers, employees, agents and representatives, on account of loss by or damage to Tenant of its property or the property of others under its control, to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which Landlord has in force at the time of the loss or damage. Tenant shall, upon obtaining the policies of insurance required under this Lease, give notice to its insurance carrier or carriers that the foregoing waiver of subrogation is contained in this Lease.

24. SUBORDINATION AND ATTORNMENT.

Upon written request of Landlord, or any first mortgagee or first deed of trust beneficiary of Landlord, or ground lessor of Landlord, Tenant shall, in writing, subordinate its rights under this Lease to the lien of any first mortgage or first deed of trust, or to the interest of any lease in which Landlord is lessee, and to all advances made or hereafter to be made thereunder. However, before signing any subordination agreement, Tenant shall have the right to obtain from any lender or lessor or Landlord requesting such subordination, an agreement in writing providing that, as long as Tenant is not in default hereunder, this Lease shall remain in effect for the full Term. The holder of any security interest may, upon written notice to Tenant, elect to have this Lease prior to its security interest regardless of the time of the granting or recording of such security interest.

In the event of any foreclosure sale, transfer in lieu of foreclosure or termination of the lease in which Landlord is lessee, Tenant shall attorn to the purchaser, transferee or lessor as the case may be, and recognize that party as Landlord under this Lease, provided such party acquires and accepts the Premises subject to this Lease.

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25. TENANT ESTOPPEL CERTIFICATES.

Within ten (10) days after written request from Landlord, Tenant shall execute and deliver to Landlord or Landlord's designee, a written statement certifying (a) that this Lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (b) the amount of Base Rent and the date to which Base Rent and additional rent have been paid in advance; (c) the amount of any security deposited with Landlord; and (d) that Landlord is not in default hereunder or, if Landlord is claimed to be in default, stating the nature of any claimed default. Any such statement may be relied upon by a purchaser, assignee or lender. Tenant's failure to execute and deliver such statement within the time required shall at Landlord's election be a default under this Lease and shall also be conclusive upon Tenant that: (1) this Lease is in full force and effect and has not been modified except as represented by Landlord; (2) there are no uncured defaults in Landlord's performance and that Tenant has no right of offset, counter-claim or deduction against Rent; and (3) not more than one month's Rent has been paid in advance.

26. TRANSFER OF LANDLORD'S INTEREST.

In the event of any sale or transfer by Landlord of the Premises, Building or Project, and assignment of this Lease by Landlord, Landlord shall be and is hereby entirely freed and relieved of any and all liability and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Premises, Building, Project or Lease occurring after the consummation of such sale or transfer, providing the purchaser shall expressly assume all of the covenants and obligations of Landlord under this Lease. If any security deposit or prepaid Rent has been paid by Tenant, Landlord may transfer the security deposit or prepaid Rent to Landlord's successor and upon such transfer, Landlord shall be relieved of any and all further liability with respect thereto.

27. DEFAULT.

27.1. *Tenant's Default.*

The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

a. If Tenant abandons or vacates the Premises; or

b. If Tenant fails to pay any Rent or any other charges required to be paid by Tenant under this Lease when due; or

c. If Tenant fails to promptly and fully perform any other covenant, condition or agreement contained in this Lease and such failure continues

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for thirty (30) days after written notice thereof from Landlord to Tenant; or

d. If a writ of attachment or execution is levied on this Lease or on any of Tenant's Property; or

e. If Tenant makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors; or

f. If Tenant files a voluntary petition for relief or if a petition against Tenant in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within forty-five (45) days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of Tenant or any substantial part of its property and such jurisdiction, custody or control remains in force unrelinquished, unstayed or unterminated for a period of forty-five (45) days; or

g. If in any proceeding or action in which Tenant is a party, a trustee, receiver, agent or custodian is appointed to take charge of the Premises or Tenant's Property (or has the authority to do so) for the purpose of enforcing a lien against the Premises or Tenant's Property; or

h. If Tenant is a partnership or consists of more than one (1) person or entity, if any partner of the partnership or other person or entity is involved in any of the acts or events described in subparagraphs d through g above.

27.2 ***Remedies.***

In the event of Tenant's default hereunder, then in addition to any other rights or remedies Landlord may have under any law, Landlord shall have the right, at Landlord's option, without further notice or demand of any kind to do the following:

a. Terminate this Lease and Tenant's right to possession of the Premises and reenter the Premises and take possession thereof, and Tenant shall have no further claim to the Premises or under this Lease; or

b. Continue this Lease in effect, reenter and occupy the Premises for the account of Tenant, and collect any unpaid Rent or other charges which have or thereafter become due and payable; or

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c. Reenter the Premises under the provisions of subparagraph b, and thereafter elect to terminate this Lease and Tenant's right to possession of the Premises.

If the Landlord reenters the Premises under the provisions of subparagraphs b or c above, Landlord shall not be deemed to have terminated this Lease or the obligation of Tenant to pay any Rent or other charges thereafter accruing, unless Landlord notifies Tenant in writing of Landlord's election to terminate this Lease. In the event of any reentry or retaking of possession by Landlord, Landlord shall have the right, but not the obligation, to remove all or any part of Tenant's Property in the Premises and to place such property in storage at a public warehouse at the expense and risk of Tenant. If Landlord elects to relet the Premises for the account of Tenant, the rent received by Landlord from such reletting shall be applied as follows: first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any costs of such reletting; third, to the payment of the cost of any alterations or repairs to the Premises; fourth to the payment of Rent due and unpaid hereunder; and the balance, if any, shall be held by Landlord and applied in payment of future Rent as it becomes due. If that portion of rent received from the reletting which is applied against the Rent due hereunder is less than the amount of the Rent due, Tenant shall pay the deficiency to Landlord promptly upon demand by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as determined, any costs and expenses incurred by Landlord in connection with such reletting or in making alterations and repairs to the Premises, which are not covered by the rent received from the reletting.

Should Landlord elect to terminate this Lease under the provisions of subparagraph (a) or (c) above, Landlord may recover as damages from Tenant the following:

1. ***Past Rent.*** The worth at the time of the award of any unpaid Rent which had been earned at the time of termination; plus

2. ***Rent Prior to Award.*** The worth at the time of the award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

3. ***Rent After Award.*** The worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of the rental loss that Tenant proves could be reasonably avoided; plus

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4. ***Proximately Caused Damages.*** Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses (including attorneys' fees), incurred by Landlord in (a) retaking possession of the Premises, (b) maintaining the Premises after Tenant's default, (c) preparing the Premises for reletting to a new tenant, including any repairs or alterations, and (d) reletting the Premises, including broker's commissions.

"The worth at the time of the award" as used in subparagraphs 1 and 2 above, is to be computed by allowing interest at the rate of ten percent (10%) per annum. "The worth at the time of the award" as used in subparagraph 3 above, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank situated nearest to the Premises at the time of the award plus one percent (1%).

The waiver by Landlord of any breach of any term, covenant or condition of this Lease shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. Acceptance of Rent by Landlord subsequent to any breach hereof shall not be deemed a waiver of any preceding breach other than the failure to pay the particular Rent so accepted, regardless of Landlord's knowledge of any breach at the time of such acceptance of Rent. Landlord shall not be deemed to have waived any term, covenant or condition unless Landlord gives Tenant written notice of such waiver.

Upon an event of default, in addition to any sum provided to be paid herein, Tenant also shall be liable for and shall pay to Landlord (1) any brokerage fees incurred by Landlord in connection with the execution of this Lease; (2) brokers' fees incurred by Landlord in connection with any reletting of the whole or any part of the Premises; (3) the costs of removing and storing Tenant's or other occupant's property; (4) the costs of repairing, altering, remodeling or otherwise putting the Premises into condition acceptable to a new tenant or tenants; and (5) all reasonable expenses incurred by Landlord in enforcing or defending Landlord's rights and/or remedies.

If there is more than one Tenant, then the obligations hereunder imposed upon Tenant shall be joint and several, whether or not Tenant's obligations arise during the original Term, during any renewal or extension, or a holdover term or thereafter. If there is a guarantor of Tenant's obligations hereunder (see Exhibit "D"), then the obligations hereunder imposed upon Tenant shall be the joint and several obligations of Tenant and such guarantor, and Landlord need not first proceed against Tenant before proceeding against such guarantor nor shall any such guarantor be released from its guaranty for any reason whatsoever.

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27.3 ***Landlord's Default.***

If Landlord fails to perform any covenant, condition or agreement contained in this Lease within thirty (30) days after receipt of written notice from Tenant specifying such default, or if such default cannot reasonably be cured within thirty (30) days, if Landlord fails to commence to cure within that thirty (30) day period, then Landlord shall be liable to Tenant for any damages sustained by Tenant as a result of Landlord's breach; provided, however, it is expressly understood and agreed that if Tenant obtains a money judgment against Landlord resulting from any default or other claim arising under this Lease, that judgment shall be satisfied only out of the rents, issues, profits, and other income actually received on account of Landlord's right, title and interest in the Premises, Building or Project, and no other real, personal or mixed property of Landlord (or of any of the partners which comprise Landlord, if any) wherever situated, shall be subject to levy to satisfy such judgment. If, after notice to Landlord of default, Landlord (or any first mortgagee or first deed of trust beneficiary of Landlord) fails to cure the default as provided herein, then Tenant shall have the right to cure that default at Landlord's expense. Tenant shall not have the right to terminate this Lease or to withhold, reduce or offset any amount against any payments of Rent or any other charges due and payable under this Lease except as otherwise specifically provided herein.

28. **BROKERAGE FEES.**

Tenant warrants and represents that is has not dealt with any real estate broker or agent in connection with this Lease or its negotiation, other than those Brokers shown in Section 2B, if any. Tenant shall indemnify and hold Landlord harmless from any cost, expense or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission or fees claimed by any real estate broker or agent in connection with this Lease or its negotiation by reason of any act of Tenant.

29. **NOTICES.**

All notices, approvals and demands permitted or required to be given under this Lease shall be in writing and deemed duly served or given if personally delivered or sent by certified or registered U.S. mail, postage prepaid, and addressed as follows: (a) if to Landlord, to Landlord's Mailing Address and to the Building manager, and (b) if to Tenant, to Tenant's Mailing address; provided, however, notices to Tenant shall be deemed duly served or given if delivered or mailed to Tenant at the Premises and invoices to Tenant for Base Rent and other monthly charges shall be deemed given if emailed electronically to Tenant's designated billing contact person. Landlord and Tenant may from time to time by notice to the other designate another place for receipt of future notices. Tenant shall be responsible for any additional delivery charges and fees incurred by Landlord due to Tenant's refusal to accept a notice from Landlord, Tenant's address for notice

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is incorrect or changes (without prior written notice thereof being delivered to Landlord) or if any notices are redirected by Tenant to another address. Such additional delivery charges and fees shall be included in the definition of "Rent".

30. GOVERNMENT ENERGY OR UTILITY CONTROLS.

In the event of imposition of federal, state or local government controls, rules, regulations, or restrictions on the use or consumption of energy or other utilities during the Term, both Landlord and Tenant shall be bound thereby.

In the event of a difference in interpretation by Landlord and Tenant of any such controls, the interpretation of Landlord shall prevail, and Landlord shall have the right to enforce compliance therewith, including the right of entry into the Premises to effect compliance.

31. RELOCATION OF PREMISES.

Landlord shall have the right to relocate the Premises to another part of the Building in accordance with the following:

a. The new premises shall be substantially the same in size, dimensions, configuration, décor and nature as the Premises described in this Lease, and if the relocation occurs after the Commencement Date, shall be placed in that condition by Landlord at its cost.

b. Landlord shall give Tenant at least thirty (30) days written notice of Landlord's intention to relocate the Premises.

c. As nearly as practicable, the physical relocation of the Premises shall take place on a weekend and shall be completed before the following Monday. If the physical relocation has not been completed in that time, Base Rent shall abate in full from the time the physical relocation commences to the time it is completed. Upon completion of such relocation, the new premises shall become the "Premises" under this Lease.

d. All reasonable costs incurred by Tenant as a result of the relocation shall be paid by Landlord.

e. If the new premises are smaller than the Premises as it existed before the relocation, Base Rent shall be reduced proportionately.

f. The parties hereto shall immediately execute an amendment to this Lease setting forth the relocation of the Premises and the reduction of Base Rent, if any.

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32. QUIET ENJOYMENT.

Tenant, upon paying the Rent and performing all of its obligations under this Lease, shall peaceably and quietly enjoy the Premises, subject to the terms of this Lease and to any mortgage, lease, or other agreement to which this Lease may be subordinate.

33. OBSERVANCE OF LAW.

Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord is a party thereto or not, that Tenant has violated any law, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Landlord and Tenant.

34. FORCE MAJEURE.

Any prevention, delay or stoppage of work to be performed by Landlord or Tenant which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor, acts of God, governmental restrictions or regulations or controls, judicial orders, enemy or hostile government actions, pandemics, epidemics, terrorism, war, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform hereunder, shall excuse performance of the work by that party for a period equal to the duration of that prevention, delay or stoppage. Nothing in this Article 34 shall excuse or delay Tenant's obligation to pay Rent or other charges under this Lease.

35. CURING TENANT'S DEFAULTS.

If Tenant defaults in the performance of any of its obligations under this Lease, Landlord may (but shall not be obligated to) without waiving such default, perform the same for the account at the expense of Tenant. Tenant shall pay Landlord all costs of such performance promptly upon receipt of a bill therefor.

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36. SIGN CONTROL.

Tenant shall not affix, paint, erect or inscribe any sign, projection, awning, signal or advertisement of any kind to any part of the Premises, Building or Project, including without limitation, the inside or outside of windows or doors, without the written consent of Landlord. Landlord shall have the right to remove any signs or other matter, installed without Landlord's permission, without being liable to Tenant by reason of such removal, and to charge the cost of removal to Tenant as additional rent hereunder, payable within ten (10) days of written demand by Landlord.

37. OPTION TO RENEW.

Provided Tenant is not and has not been in default under the terms and conditions of this Lease, Tenant shall have the option to renew this Lease for two (2) additional terms of five (5) years each (each a "Renewal Period"), on the same terms and conditions contained in this Lease, save and except for (i) this Section 37, which shall no longer apply except with respect to any unexpired options to renew, (ii) Tenant shall not be entitled to any leasehold improvements, (iii) Tenant shall not be entitled to any free rent period and (iv) the Base Rent during each Renewal Period shall be at fair market rate as reasonably determined by Landlord but that said Base Rent shall not, under any circumstances, be less than the Base Rent payable by the Tenant for the Premises, during the last year of the Term or the last year of the First Renewal Period.

Each option to renew is conditional upon the Tenant advising the Landlord in writing of its intention to renew the Term at least nine (9) months prior to the expiration of the Term or the first Renewal Period, as applicable, failing which, the present and any unexpired options to renew shall become null and void and of no effect.

38. MISCELLANEOUS.

a. ***Accord and Satisfaction; Allocation of Payments.*** No payment by Tenant or receipt by Landlord of a lesser amount than the Rent provided for in this Lease shall be deemed to be other than on account of the earliest due Rent, nor shall any endorsement or statement on any check or letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the Rent or pursue any other remedy provided for in this Lease. In connection with the foregoing, Landlord shall have the absolute right in its sole discretion to apply any payment received from Tenant to any account or other payment of Tenant then not current and due or delinquent.

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b. ***Addenda.*** If any provision contained in an addendum to this Lease is inconsistent with any other provision herein, the provision contained in the addendum shall control, unless otherwise provided in the addendum.

c. ***Attorneys' Fees.*** If Tenant defaults in the performance or observance of any of the terms, conditions, covenants or obligations contained in this Lease and Landlord places the enforcement of all or any part of this Lease, the collection of any rent due or to become due or the recovery of possession of the Premises in the hands of an attorney, or if Landlord incurs any fees or out-of-pocket costs in any litigation, negotiation or transaction in which Tenant causes Landlord (without Landlord's fault to be involved or concerned), Tenant agrees to reimburse Landlord for the attorneys' fees and costs incurred thereby, whether or not suit is actually filed.

d. ***Captions, Articles and Section Numbers.*** The captions appearing within the body of this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease. All references to Article and Section numbers refer to Articles and Sections in this Lease.

e. ***Changes Requested by Lender.*** Neither Landlord or Tenant shall unreasonably withhold its consent to changes or amendments to this Lease requested by the lender on Landlord's interest, so long as these changes do not alter the basic business terms of this Lease or otherwise materially diminish any rights or materially increase any obligations of the party from whom consent to such charge or amendment is requested.

f. ***Choice of Law.*** This Lease shall be construed and enforced in accordance with the laws of the State. Any disputes arising out of or related to this Lease, other than eviction proceedings, shall be heard only in the courts of Shelby County, Tennessee to the exclusion of all other courts and fora. The parties irrevocably consent to the jurisdiction of, and venue in, such courts and waive any objection that such courts are an inconvenient forum.

g. ***Consent.*** Notwithstanding anything contained in this Lease to the contrary, Tenant shall have no claim, and hereby waives the right to any claim against Landlord for money damages by reason of any refusal, withholding or delaying by Landlord of any consent, approval or statement of satisfaction, and in such event, Tenant's only remedies therefor shall be an action for specific performance, injunction or declaratory judgment to enforce any right to such consent, etc.

h. ***Corporate Authority.*** If Tenant is a corporation, each individual signing this Lease on behalf of Tenant represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the corporation,

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and that this Lease is binding on Tenant in accordance with its terms. Tenant shall, at Landlord's request, deliver a certified copy of a resolution of its board of directors authorizing such execution.

i. ***Counterparts.*** This Agreement may be executed by facsimile and/or PDF file sent via electronic mail, in counterparts, and all such executed counterparts shall constitute the same agreement. Tenant and Landlord intend to be bound by the signatures on the facsimile or PDF document, are aware that the other party will rely on the facsimile or PDF signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

j. ***Execution of Lease; No Option.*** The submission of this Lease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of or option for Tenant to lease, or otherwise create any interest of Tenant in the Premises or any other premises within the Building or Project. Execution of this Lease by Tenant and its return to Landlord shall not be binding on Landlord notwithstanding any time interval, until Landlord has in fact signed and delivered this Lease to Tenant.

k. ***Furnishing of Financial Statements; Tenant's Representations.*** In order to induce Landlord to enter into this Lease Tenant agrees that it shall promptly furnish Landlord, from time to time, upon Landlord's written request, with financial statements reflecting Tenant's current financial condition. Tenant represents and warrants that all financial statements, records and information furnished by Tenant to Landlord in connection with this Lease are true, correct and complete in all respects.

l. ***Further Assurances.*** The parties agree to promptly sign all documents reasonably requested to give effect to the provisions of this Lease.

m. ***Mortgagee Protection.*** Tenant agrees to send by certified or registered mail to any first mortgagee or first deed of trust beneficiary of Landlord whose address has been furnished to Tenant, a copy of any notice of default served by Tenant on Landlord. If Landlord fails to cure such default within the time provided for in this Lease, such mortgagee or beneficiary shall have an additional thirty (30) days to cure such default; provided that if such default cannot reasonably be cured within that thirty (30) day period, then such mortgagee or beneficiary shall have such additional time to cure the default as is reasonably necessary under the circumstances.

n. ***Entire Agreement/Disclaimer of Reliance on Representations.*** This Lease, together with its exhibits, contains all agreements of the parties to this Lease and supersedes any previous negotiations. There have been no

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representations made by the Landlord or understandings made between the parties other than those set forth in this Lease and its exhibits. This Lease may not be modified except by a written instrument duly executed by the parties to this Lease. Each of the parties to this Lease has executed this Lease relying solely on its own judgment with the benefit of the advice of its own attorneys and/or brokers (or having decided to proceed without benefit of the advice of its own attorneys and/or brokers), and each party hereby disclaims reliance upon any statement or representation of the other party or any agent of such other party unless such statement or representation is expressly set forth in this Lease.

o. ***Recording.*** Tenant shall not record this Lease or any memorandum hereof without the prior written consent of Landlord.

p. ***Severability.*** A final determination by a court of competent jurisdiction that any provision of this Lease is invalid shall not affect the validity of any other provision, and any provision so determined to be invalid shall, to the extent possible, be construed to accomplish its intended effect.

q. ***Successors and Assigns.*** This Lease shall apply to and bind the heirs, personal representatives, and permitted successors and assigns of the parties.

r. ***Time of the Essence.*** Time is of the essence of this Lease.

s. ***Waiver.*** No delay or omission in the exercise of any right or remedy of Landlord upon any default by Tenant shall impair such right or remedy or be construed as a waiver of such default.

The receipt and acceptance by Landlord of delinquent Rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular Rent payment involved.

No act or conduct of Landlord, including, without limitation, the acceptance of keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Tenant before the expiration of the Term. Only a written notice from Landlord to Tenant shall constitute acceptance of the surrender of the Premises and accomplish a termination of the Lease.

Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant.

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Any waiver by Landlord of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

t. ***Landlord's Lien.*** In addition to any statutory lien for rent in Landlord's favor, Landlord shall have and Tenant hereby grants to Landlord a continuing security interest for all rentals and other sums of money becoming due hereunder from Tenant, upon all goods, wares, equipment, fixtures, furniture, inventory, accounts, contract rights, chattel paper and other personal property of Tenant situated on or about the Premises, and such property shall not be removed therefrom without the consent of Landlord until all arrears in rent as well as any and all other sums of money then due to Landlord hereunder shall first have been paid and discharged. In the event of a default under this Lease, Landlord shall have, in addition to any other remedies provided herein or by law, all rights and remedies under the Uniform Commercial Code of the State, including without limitation the right to sell the property described in this subsection (g) at public or private sale upon providing the notice called for by the Uniform Commercial Code of the State or if none is so supplied on five (5) days' notice to Tenant. Tenant hereby agrees that this Lease shall constitute a security agreement and further agrees to execute such financing statements and other instruments necessary or desirable in Landlord's discretion to perfect the security interest hereby created. Any statutory lien for rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereto.

u. ***Hazardous Waste.*** Tenant covenants and agrees that Tenant will not store, use, generate or dispose of any substances, pollutants, or other contaminants on or about the Premises or the Project which would be deemed or determined to be a "hazardous substance" or "hazardous waste" under any federal or state statute, law, ordinance or regulation. Tenant further agrees to indemnify and hold Landlord harmless from and against all claims, costs and liabilities, including but not limited to attorneys' fees and cost of litigation, incurred as a result of the storage, generation, use or release or threatened release of hazardous substances, pollutants, or other contaminants on the Premise, Project or Property which could be deemed or determined to be a "hazardous substance" or "hazardous waste" under any federal or state statute, law, ordinance or regulation. Tenant further agrees to maintain insurance to cover such claims, costs, and liabilities, in amounts and with coverage's and insurance carriers satisfactory to Landlord, in Landlord's reasonable judgment. Tenant's obligations and Tenant's indemnity under this Paragraph will survive the termination or early expiration of the Lease.

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v. ***Entry.*** Landlord shall have the right, but not the obligation to enter the Premises during reasonable business hours to inspect the same and for such other purposes as may be provided herein.

w. ***Rights are Cumulative.*** Except as expressly provided herein to the contrary, all rights, power and privileges conferred hereunder upon the parties shall be cumulative, but not restrictive to those given by law.

x. ***Security Measures.*** ANY SECURITY MEASURES PROVIDED BY LANDLORD MAY NOT BE TREATED BY TENANT AS A GUARANTEE AGAINST CRIME. LANDLORD DOES NOT MAKE, AND TENANT WAIVES, ANY GUARANTY OR WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO SECURITY AT THE PROJECT OR IN THE BUILDING, OR THAT ANY SECURITY MEASURES WILL PREVENT OCCURRENCES OR CONSEQUENCES OF CRIMINAL ACTIVITY. ANY MECHANICAL SECURITY DEVICES CAN BE RENDERED INOPERATIVE AT ANY TIME. LANDLORD IS NOT RESPONSIBLE FOR A TEMPORARY FAILURE OF SUCH DEVICES. IF SUCH DEVICES ARE IN NEED OF REPAIR, TENANT WAIVES ALL WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO LANDLORD'S REPAIR OF SUCH DEVICES. LANDLORD'S INSTALLATION OR USE OF ANY SECURITY MEASURE DOES NOT CONSTITUTE A VOLUNTARY UNDERTAKING OR AGREEMENT BY LANDLORD TO PROVIDE SECURITY TO ANY TENANT OR THE PREMISES. TENANT SHALL BE SOLELY RESPONSIBLE, TO THE COMPLETE EXONERATION OF LANDLORD, FOR THE SECURITY OF THE PREMISES AND ANY PERSONAL PROPERTY OR EQUIPMENT LOCATED THEREIN. LANDLORD MAY MODIFY, REDUCE OR ELIMINATE THE USE OF ANY SECURITY MEASURE AT ANY TIME WITHOUT NOTICE TO TENANT. NEITHER LANDLORD, ITS AGENTS, EMPLOYEES, NOR REPRESENTATIVES ARE LIABLE IN ANY WAY FOR ANY DISRUPTION IN THE OPERATION OR PERFORMANCE OF ANY SECURITY MEASURE. LANDLORD DOES NOT MAKE, AND TENANT WAIVES, ANY GUARANTY OR WARRANTY THAT THE PRESENCE OF ANY SECURITY MEASURE AT THE PROJECT OR IN THE BUILDING IN ANY WAY INCREASES THE PERSONAL SECURITY OF ANY TENANT OR ITS PROPERTY. LANDLORD IS NOT LIABLE TO ANY TENANT FOR ANY INJURY, DAMAGE OR LOSS WHATSOEVER WHICH IS CAUSED (A) AS A RESULT OF ANY PROBLEM, DEFECT, MALFUNCTION OR THE FAILURE OF THE PERFORMANCE OF ANY SECURITY MEASURE OR (B) BY ANY PERSON ENGAGING IN CRIMINAL ACTIVITY.

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y. ***OFAC Compliance.***

a) Tenant represents and warrants that (i) Tenant and each person or entity owning an interest in Tenant is (1) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("**OFAC**") and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "**List**"), and (2) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, (ii) none of the funds or other assets of Tenant constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person (as hereinafter defined), (iii) no Embargoed Person has any interest of any nature whatsoever in Tenant (whether directly or indirectly), (iv) none of the funds of Tenant have been derived from any unlawful activity with the result that the investment in Tenant is prohibited by law or that the Lease is in violation of law, and (v) Tenant has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term "**Embargoed Person**" means any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in Tenant is prohibited by law or Tenant is in violation of law.

b) Tenant covenants and agrees (i) to comply with all requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect, (ii) to immediately notify Landlord in writing if any of the representations, warranties or covenants set forth in this paragraph or the preceding paragraph are no longer true or have been breached or if Tenant has a reasonable basis to believe that they may no longer be true or have been breached, (iii) not to use funds from any "Prohibited Person" (as such term is defined in the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due to Landlord under the Lease and (iv) at the request of Landlord, to provide such information as may be requested by Landlord to determine Tenant's compliance with the terms hereof.

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c) Tenant hereby acknowledges and agrees that Tenant's inclusion on the List at any time during the Term, as may be extended, shall be a material default of the Lease. Notwithstanding anything herein to the contrary, Tenant shall not permit the Premises or any portion thereof to be used or occupied by any person or entity on the List or by any Embargoed Person (on a permanent, temporary or transient basis), and any such use or occupancy of the Premises by any such person or entity shall be a material default of the Lease.

z. ***Relationship***. This Lease shall create the relationship of landlord and tenant between Landlord and Tenant; no estate shall pass out of landlord. Nothing contained in this Lease shall be construed as creating a partnership or joint venture of or between Landlord and Tenant, or to create any other relationship between the parties hereto other than that of Landlord and Tenant.

39. RIGHT OF FIRST REFUSAL

(a) Provided that Tenant is not in default under the terms and conditions of this Lease, and so long as Tenant continues to occupy the entire Premises, if Landlord receives a signed third party offer and that such terms and conditions are acceptable to Landlord for Suite 350 of the adjacent premises as shown on Exhibit "F" attached hereto (the "Adjacent Premises") which premises comprise an area of approximately 9,757 square feet, Landlord will submit to Tenant a written notice to such effect outlining the terms and conditions of the third party offer (the "Offer Notice"). Tenant can exercise the Right of First Refusal by sending a written notice to this effect to Landlord within a three (3) day delay following the receipt of the Offer Notice by Tenant (the "Acceptance Notice").

(b) If Tenant exercises the Right of First Refusal, during the ten (10) days following the receipt of by Landlord of the Acceptance Notice, Tenant shall sign a lease for the Adjacent Premises which shall include the terms and conditions contained in the Offer Notice; provided, however, notwithstanding any term or condition contained in the Offer Notice, the lease for the Adjacent Premises shall be accepted by Tenant (1) on an "AS IS/WHERE IS" basis, (2) with no leasehold improvements or leasehold improvement allowances, (3) with no free rent period, rent abatement or rent discount, and (4) at the same rental rate set forth in the third party offer notwithstanding that Tenant shall lease the Adjacent Premises on an "AS IS/WHERE IS" basis and without any tenant improvements, Landlord's work, or any other incentive, financial or otherwise.

(c) If Tenant does not exercise the Right of First Refusal in conformity to subsection (a) above, or if Tenant does not execute the lease for the Adjacent Premises within the above mentioned ten (10) day delay or if any other conditions in this Paragraph are not satisfied, this Right of First

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Refusal shall become null and void and Landlord shall be able to lease the Adjacent Premises to any other third party without obligation for Landlord to furnish any other Offer Notice to Tenant.

(d) The Right of First Refusal shall apply to the Adjacent Premises one time only, regardless if the third-party offer applies to all or part of the Adjacent Premises.

(e) The Right of First Refusal is a personal right of Tenant and is neither transferable nor assignable, and is subject to any pre-existing rights of first refusal, first offer or other options given to other tenants of the Building.

[Signature page to follow]

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IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first set forth above.

LANDLORD:	**TENANT:**
OLYMBEC SUNBELT LLC, a Delaware limited liability company By: _____ Jason Berger EVP Operations & General Counsel	SWIPEIFY, LLC, a Texas limited liability company Signed by: By: _____ DBC69602A06C4D5... Name: Jose Cordero Title: President 8/15/2025

APPROVED
LEGAL DEPARTMENT
BY PENINA WENDER
DATE: 8/15/2025

Docusign Envelope ID: 5B662220-7552-4C87-8767-29454D9724E7

EXHIBIT "A"
FLOOR PLAN

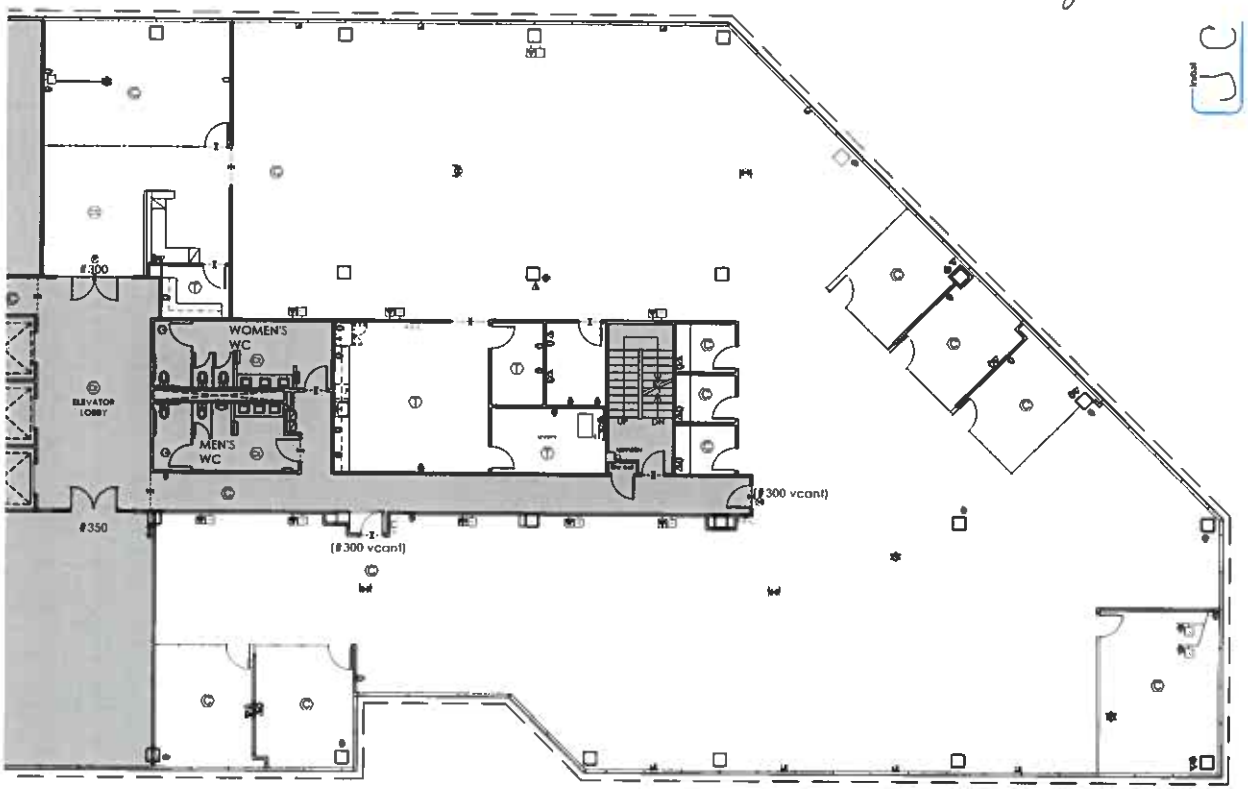
[Attached]

SCOPE OF WORK:

1. PATCH, REPAIR AND PAINT WALLS TO MATCH EXISTING WHERE NECESSARY THROUGHOUT PREMISES.
2. PROVIDE BUILDING STANDARD DOORS WHERE MISSING THROUGHOUT PREMISES.
3. REPLACE BURNED OUT LIGHT BULBS WITH NEW BUILDING STANDARD BULBS THROUGHOUT PREMISES.
4. PROFESSIONALLY CLEAN FLOORING THROUGHOUT PREMISES.

Carmen De Angelis

August 15, 2025



Design Intent 12,874 RSF

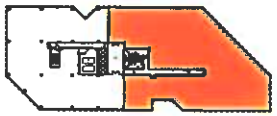
SCALE: 1/16"=1'-0" (11X17)

*Note That All Dimensions Are Approximate and subject to change without notice

Legend

LEGEND:

- NOT IN LEASED PREMISES
- EXISTING TO REMAIN
- DEMOLITION
- NEW CONSTRUCTION
- ELECTRICAL DUPLEX OUTLET
  N - NEW
  D.C. - DEDICATED CIRCUIT
  GFI - GR. FAULT INTERRUPTER
  ±X" - INSTALLATION HEIGHT
- ALIGN
- FLOOR FINISH CHANGE
- CARPET TILE
- VCT
- CT



Key Plan

Swipeify
Design Intent

57twenty

OLYMPIC USA
1700 PACIFIC
DALLAS, TX 75201
TEL 1-(844)-OLYMPIC
WWW.OLYMPICC.COM

Scale: As Shown
Drawn By: ZD
Date: 07.31.2025
Project Name and Location:
5720 LBJ Freeway, Dallas TX 75240
Midtown Office Center
Project #: 300

Docusign Envelope ID: 5B862220-7552-4C87-8767-2B454D9724E7

Docusign Envelope ID: 5B662220-7552-4C87-8767-29454D9724E7

EXHIBIT "B"
WORK LETTER

Subject to force majeure and to delays caused by Tenant, Landlord shall, at its sole cost and expense (other than for Tenant Requested Leasehold Improvements (as defined below), at Tenant's sole cost and expense), substantially complete the "Work" (including Tenant Requested Leasehold Improvements, if applicable) as more particularly described on the Floor Plan, attached to the Lease as Exhibit "A".

Tenant Requested Leasehold Improvements paid by Tenant:

- NONE

For the purposes hereof, "Tenant Requested Leasehold Improvements" shall mean any Work that are to be completed by Landlord on behalf of Tenant at Tenant's sole cost and expense. Should there be any Tenant Requested Leasehold Improvements (listed above), then Tenant shall deliver to Landlord an amount equal to fifty percent (50%) of the cost of the Tenant Requested Leasehold Improvements prior to the commencement of said Tenant Requested Leasehold Improvements. Tenant shall deliver to Landlord an amount equal to the balance of fifty percent (50%) of the cost of the Tenant Requested Leasehold Improvements immediately prior to delivery of the Premises to the Tenant. Landlord shall not be responsible or held liable, and Tenant shall not be permitted to reduce, deduct, abate, compensate, or set-off Base Rent for any delay in delivering the Premises on or before the Commencement Date as a result of any delay in the completion of the Tenant Requested Leasehold Improvements resulting from the Tenant's failure to pay any Tenant Requested Leasehold Improvements costs and expense when due.

In addition to the foregoing, in the event Tenant requests any change or modification to the Work (including Tenant Requested Leasehold Improvements) or if Tenant requests new work or leasehold improvements (a "Change Order"), then Tenant shall deliver to Landlord an amount equal to fifty percent (50%) of the cost of the Change Order prior to the commencement of the additional work or leasehold improvements referenced in the Change Order. Tenant shall remit to Landlord an amount equal to the balance of fifty percent (50%) of the cost of the Change Order immediately prior to delivery of the Premises to Tenant. Landlord shall not be responsible, held liable and Tenant shall not be permitted to reduce, deduct, abate, compensate, or set-off Base Rent for any delay in delivering the Premises on or before the Commencement Date as a result of any delay in the completion of the additional work or leasehold improvements resulting from a Change Order, Tenant's consideration of a Change Order, or Tenant's failure to pay any Change Order costs when due.

All of the Work (including Tenant Requested Leasehold Improvements) and additional work or leasehold improvements referenced in any Change Order(s) (if any), shall be built in accordance with the Landlord's standards and based on plans reasonably approved by Landlord and Tenant.

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It is expressly understood between the parties that Landlord shall not execute any other work or leasehold improvements to or in the Premises. Any and all other work or leasehold improvements shall be executed by Tenant, at its sole cost and expense, in accordance with the terms and conditions of the Lease, including, without limitation, Article 12 of the Lease.

It is expressly understood between the parties that Landlord shall have the right to charge Tenant a construction management fee for Landlord's or its agent's construction of the Work (including Tenant Requested Leasehold Improvements) and additional tenant improvements or leasehold improvements referenced in any Change Order(s) (if any). Such construction management fee shall be negotiated and agreed to between Landlord and Tenant pursuant to a separate agreement and shall be payable in full by Tenant on the Commencement Date or deducted from the any tenant improvement allowance set forth herein.

For greater clarity, should there be any delays in the completion of the Work (including Tenant Requested Leasehold Improvements) or in the completion of the additional work or leasehold improvements in the Change Order(s) (if any)) caused by Tenant or due to a force majeure as described in Article 34 of the Lease, and Landlord is unable as a result thereof to deliver the Premises on the Commencement Date with the Work (including Tenant Requested Leasehold Improvements and any additional work or leasehold improvements referenced in the Change Order(s) (if any)) substantially completed, the Commencement Date and the Expiration Date and any other dates or deadlines contained in the Lease shall not be postponed and the Base Rent, additional rent and all other sums due under the Lease shall be payable as of the Commencement Date.

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EXHIBIT "C"
RULES AND REGULATIONS

1. Sidewalks, doorways, vestibules, halls, stairways, exits, elevators and similar areas shall not be obstructed.

2. Smoking is prohibited in all areas of the Building/Project, which includes, without limitation, the Premises, other tenant's premises, hallways, lobbies, vending machine areas, rest rooms, elevators, stairways, fire escapes and parking areas, other than in specially designated areas, if provided.

3. No canvassing, soliciting or peddling permitted in the Building.

4. Tenant must coordinate with the Property Manager to schedule moving furniture or large equipment into or out of the Building. Elevators must have pads installed to protect interiors.

5. Landlord shall have the power to prescribe the weight and position of heavy equipment or objects which may overstress any portion of the floor. All damage done to the Building by the improper placing of such heavy items will be repaired at the sole expense of the responsible Tenant.

6. Corridor doors and Premises doors shall be kept closed and securely locked when not in use.

7. No animals shall be brought into or kept in or about the Building/Project without Landlord's prior consent.

8. No bicycles, motorcycles or similar vehicles will be allowed in the Building other than in specially designated areas, if provided.

9. Landlord has the right to evacuate or prevent access to the Building as Landlord deems necessary in emergency situations. Landlord reserves the right to exclude or expel from the Building any person who in Landlord's judgment is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the Building. Landlord shall in no case be liable for damages for error with regard to the admission to or exclusion from the Building of any person.

10. No additional locks shall be placed upon any doors without the prior written consent of Landlord. If Landlord shall consent, all necessary keys shall be furnished to Landlord. Tenant shall initially be given two (2) keys to the Premises by Landlord. No duplicates of such keys shall be made by Tenant. Additional keys shall be obtained only from Landlord, at a fee to be determined by Landlord.

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11. If Tenant requires cabling or burglar alarm or similar services, it shall first obtain and comply with Landlord's instruction and requirements in their installation.

12. No cooking shall be done or permitted by any Tenant on its Premises or in the Common Areas (except for the preparation of hot beverages and use of microwaves and toaster ovens to warm food, provided that such equipment and use is in accordance with applicable federal, state and city laws, codes, ordinances, rules and regulations) nor shall the Premises be used for lodging.

13. Each Tenant shall store all its trash and garbage within the interior of its Premises. No material 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 without violation of any law or ordinance governing such disposal. All trash, garbage and refuse disposal shall be made only through entryways and elevators provided for such purposes and at such times as Landlord may designate.

14. The Common Areas and Premises toilets, urinals, wash bowls and any plumbing apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this Rule shall be borne by the tenant who, or whose employees or invitees, shall have caused it. Tenant may not install food disposals, and any cost resulting from the violation of this Rule shall be charged to the Tenant.

15. Landlord reserves the right to rescind any of these Rules and Regulations and make such other and further rules and regulations as in its judgment shall from time to time be needful for the operation of the Building/Project, which rules shall be binding upon each tenant upon delivery to such tenant of notice thereof in writing. 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 against any or all of the tenants of the Building/Project.

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GUARANTY

In consideration of and in order to induce Olymbec USA LLC ("**Landlord**"), to enter into that certain Lease Agreement, of even date herewith (the "**Lease**") executed by and between Swipeify, LLC ("**Tenant**") and Landlord, the undersigned ("**Guarantor**") hereby:

1. Unconditionally and absolutely guarantees to Landlord, the full and prompt payment and performance by Tenant of all of its obligations under and pursuant to the Lease, together with the full and prompt payment of any and all costs and expenses of and incidental to the enforcement of this Guaranty, including, without limitation, reasonable attorneys' fees.

2. Agrees that Landlord, may from time to time, without notice to Guarantor, which notice is hereby waived by Guarantor, extend, waive, renew or compromise the Lease, in whole or in part, without releasing, extinguishing or affecting in any manner whatsoever the liability of Guarantor hereunder, the foregoing acts being hereby consented to by Guarantor.

3. Agrees that this Guaranty shall remain in full force and effect and be binding upon Guarantor until the Lease is performed in full.

4. Agrees that so long as any portion of the Lease is due and owing or to become due and owing by Tenant to Landlord, Guarantor shall not, without the prior written consent of Landlord, collect or seek to collect from Tenant the claim, if any, by subrogation or otherwise, acquired by Guarantor or through payment of any of the Lease.

5. Agrees that the possession of this instrument of guaranty by Landlord shall be conclusive evidence of due execution and delivery hereof by Guarantor.

6. Agrees that this Guaranty shall be binding upon the legal representatives, successors and assigns of Guarantor, and shall inure to the benefit of Landlord and its successors, assigns and legal representatives.

7. Agrees that Guarantor may be joined in any action or proceeding commenced against Tenant in connection with or based upon the Lease and recovery may be had against Guarantor in any such action or proceeding or in any independent action or proceeding against Guarantor should Tenant fail to duly and punctually pay and perform any of the obligations of the Lease without any requirement that Landlord first assert, prosecute or exhaust any remedy or claim against Tenant.

8. Agrees that this Guaranty shall be deemed a contract made under and pursuant to the laws of the State of Texas and shall be governed by and construed under the laws of such state; and that, wherever possible, each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of the Guaranty.

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9. Agrees that no failure on the part of Landlord to exercise, and no delay in exercising, any right or remedy hereunder shall operate as or constitute a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy granted hereby or by any related document or by law.

10. Guarantor agrees that (i) Guarantor has received legal and adequate consideration for the execution of this Guaranty and has executed and delivered this Guaranty to Landlord in good faith in exchange for reasonably equivalent value; (ii) Guarantor is not presently insolvent and will not be rendered insolvent by virtue of the execution and delivery of this Guaranty; (iii) Guarantor has not executed or delivered this Guaranty with actual intent to hinder, delay or defraud the Guarantor's creditors; and (iv) that Landlord has entered into the Lease in reliance upon this Guaranty.

11. If there is more than one Guarantor, then the obligations hereunder imposed upon Guarantor shall be joint and several, and Landlord need not proceed against both Guarantors simultaneously or in the same action, nor shall any such Guarantor be released from its/his guaranty for any reason whatsoever.

Dated as of this 08 day of August, 2025.

Signed by:

PUBLICATION COPY: Personal information and guarantor signature block redacted.

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EXHIBIT "E"
PARKING

1. Tenant shall be entitled to use fifty-two (52) unreserved vehicle surface parking spaces free of charge within the portions of the parking areas with the option to convert up to six (6) to unreserved vehicle covered parking spaces for a Parking Fee of $40.00 per vehicle parking space. Any additional parking spaces shall be made available to Tenant on a first-come-first-serve basis. Tenant's use of the parking spaces shall be based upon a non-exclusive use in common with Landlord, other tenants of the Building, and their guests and invitees. Tenant and Tenant's employees, guests and invitees shall not use more parking spaces than said number, or any spaces (a) which have been specifically assigned by Landlord to other tenants or for such other uses as visitor parking, or (b) which have been designated by governmental entities of competent jurisdiction as being restricted to certain uses. Landlord reserves the right to erect such security and access and egress control devices as it may reasonably deem to be appropriate (including, without limitation card-controlled gates) and Tenant agrees to cooperate fully with Landlord in such matters. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated by Landlord for such activities. If Tenant permits or allows any of such prohibited activities, then Landlord shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Tenant, which cost shall be immediately payable upon demand by Landlord. The parking areas shall only be used for parking automobiles, SUV's, pick-up trucks, motorcycles, and mopeds. No trucks, cube trucks, truck cabs, campers, RV's, or similar vehicles shall be permitted to be parked in the parking areas. Unless otherwise specifically consented to in writing by Landlord, Tenants shall not be permitted to park any vehicles on the Property overnight, on weekends or at any other time, other than during regular business hours on recognized business days.

2. Parking Fee. Tenant shall pay, throughout the entire Term, a minimum amount equal to $40.00 times the number of covered vehicle parking spaces Tenant is entitled to use per month (the "Parking Fees") plus applicable taxes. Landlord shall have the right from time to time to increase the Parking Fees being charged Tenant upon thirty (30) days prior written notice, which Parking Fees shall in no event exceed the rates then being charged for parking in comparable buildings. Tenant agrees and acknowledges that Tenant shall be obligated to pay such rates regardless of whether or not Tenant actually uses or needs the parking spaces which Tenant is entitled to use. Such Parking Fees shall be payable monthly commencing with the first installment of Base Rent due under the Lease. If the Commencement Date is other than the first day of a calendar month, the first

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installment of the Parking Fees shall be prorated on the basis of a thirty (30) day calendar month.

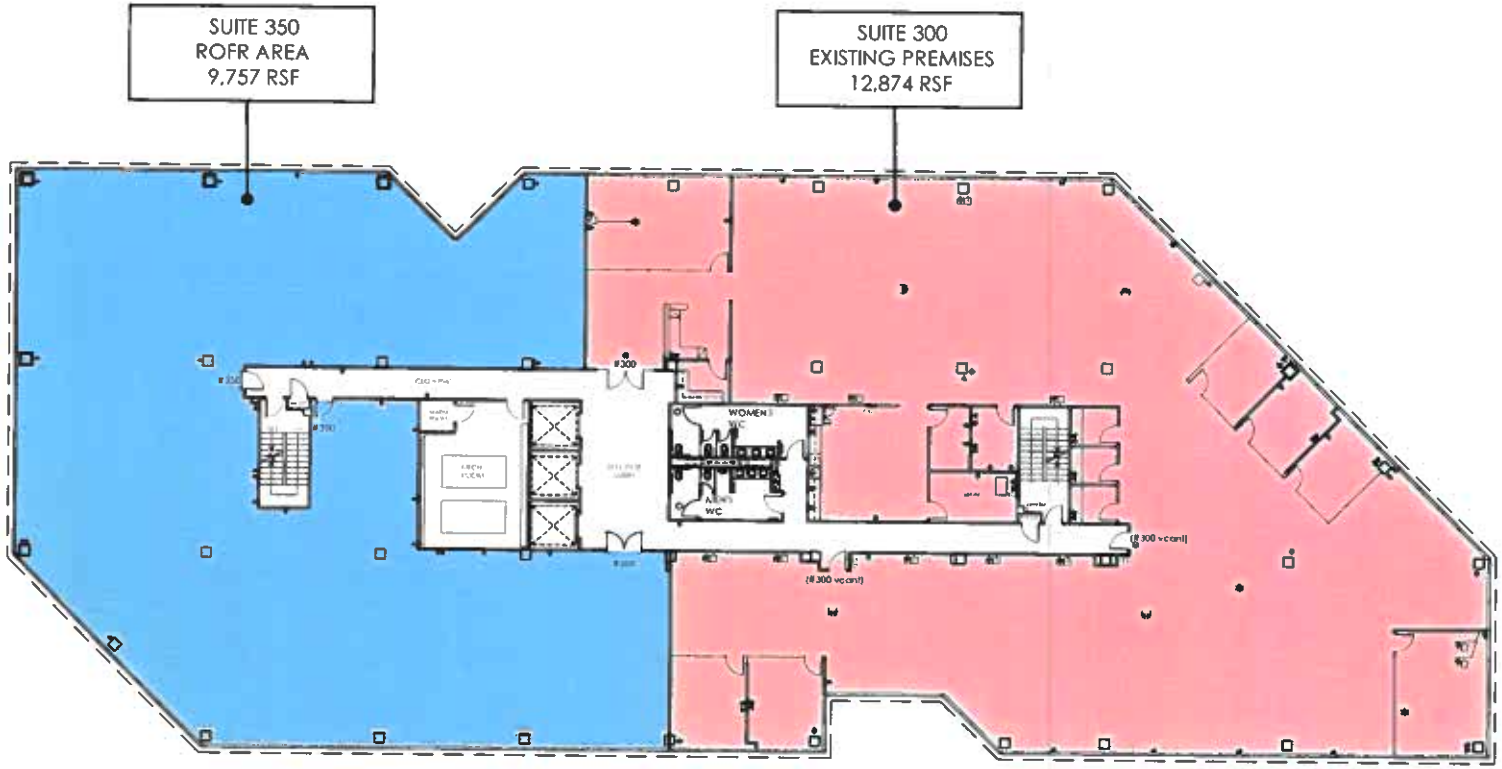
3. Definitions. All capitalized terms contained in this Exhibit "E" that are not defined herein shall have the same definition as set forth in the Lease.

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EXHIBIT "F"
RIGHT OF FIRST REFUSAL PLAN
(Attached)

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Files\Swipefy - Suite 300 - 07.31.2025\Swipefy - Suite 300 - 5720 LBJ Freeway - Midtown Center - 07.31.2025.dwg, 7/31/2025 3:44:41 PM, zdenbow



ROFR

SCALE: NOT TO SCALE
(11"x17")

*Note That All Dimensions Are Approximate and subject to change without notice

Legend

Key Plan

no.	issue	date

Title
Swipefy
ROFR Plan

57twenty

OLYMPEC USA
1790 PACIFIC
DALLAS TX 75201
TEL 1-866-OLYMPEC
WWW.OLYMPEC.COM

Scale N.T.S.
Drawn By ZD
Date 07.31.2025
Project Name and Location
5720 LBJ Freeway, Dallas TX 75240
Midtown Office Center
Room #
300