

Solid Waste Facilities

Attachment J: Business Information

All permit applications, or license transfer requests, *for a solid waste facility*, must complete this form and attach all of the listed required documentation.

Part I: General Information

1. Applicant Name: Stericycle, Inc.
2. Facility Name: N/A
3. Identify the solid waste facility type: Transfer Station
4. Is a surety specifically required by statute or regulation for the proposed project? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5. Are you prepared to post a bond or other surety related to any permits, certificates or approvals granted to you through this application? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Part II: Required Documentation

Check each box by each of the listed requirements as verification that all documentation has been submitted. Label each attachment as listed below and include the applicant's name on each document.

Financial Stability Information:
<input checked="" type="checkbox"/> Attachment 1: A detailed statement from a Certified Public Accountant which demonstrates the financial capacity of the applicant to develop and operate the project in a manner consistent with Connecticut environmental laws and standards.
<input checked="" type="checkbox"/> Attachment 2: With respect to the costs of financing, design, construction and start-up of the proposed facility, provide the following information. Note: for license transfer requests, if the facility is fully constructed, and already operating, provide the date operations began and skip to Attachment 3. Date Operations Began Estimated cost and identification of the source of funds for each facility; Identification and discussion of the proposed method of financing costs which will not be paid from the applicant's own resources; For costs to be paid from the applicant's own resources, demonstration that such resources are available (which may include third party assurances); Has the applicant, or its affiliates, ever implemented a project of comparable magnitude? If so, explain. If the proposed facility involves one million dollars or more in total capital cost, include a statement from an independent third party, certifying as to the reasonableness of such information.

Part II: Required Documentation continued on next page

Part II: Required Documentation, continued

Financial Stability Information, continued:

- Attachment 3: With respect to the on-going operation of the facility, provide the following information:

An estimate of the cost of operating and maintaining the facility, and a discussion of the source of revenues to pay such costs;

A discussion of the financial capacity of the applicant to properly operate the facility, and the proposed method of addressing potential, unexpected costs associated with environmental compliance, breakdowns, malfunctions and related events;

If other parties will be responsible for the operation of the facility, demonstrate the ability of such parties to meet the financial capacity to do so.

Land Ownership Documents:

- Attachment 4: In accordance with section 22a-209-4(b)(1) RCSA, signed copies of any lease, deed or other agreements regarding the ownership, control, or use of the facility by the applicant. Such documents include but are not limited to land deeds (e.g., warranty deed; certified deed; lease agreement; etc.).

Agreements Between Parties and Service Agreements and Contracts:

- Attachment 5: Copies of all contracts and agreements (e.g., bridge agreements; agreements between the applicant and owner, operator, municipality(s), regional authority, markets, disposal facility(s), other processing facilities, etc.)

(Note: All contracts required by section 22a-213 CGS and section 22a-209-5 RCSA involving a municipality *must be approved by DEP.*)

Organization Chart:

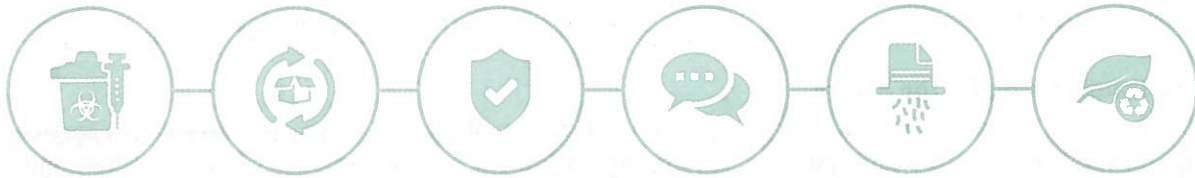
- Attachment 6: An organization chart, which illustrates the relationship between all parties involved in the ownership and management of the facility.

ATTACHMENT J – Annual Report
Attachment 1

A bound copy of Stericycle, Inc.'s 2017 Annual Report is included in the hardcopy of this application only.

2017

Annual Report



ATTACHMENT J – Business Information
Attachment 2

Stericycle, Inc. currently owns and operates all necessary equipment and materials necessary to operate the proposed facility at 85 Fieldstone Court Cheshire, CT. All costs associated with building the facility are covered by the property owner as Stericycle will only be occupying the facility as the tenant. The only start-up costs anticipated for Stericycle on this project are the costs required to move from Middletown to Cheshire. Moving costs are estimated to be roughly \$5,000. Stericycle has the financial capacity to finance this move internally as demonstrated in the Annual Report provided in Attachment 1.

ATTACHMENT J – Business Information
Attachment 3

The estimated monthly operation and maintenance budget for the facility, based on historical costs at the Middletown facility, are presented below:

Utilities:	\$3,500
Rent:	\$22,000
Parts/Supplies:	\$3,100
Salaries:	\$91,000
Admin:	\$5,000
TOTAL:	\$124,600

Stericycle’s Annual Report included in Attachment 1 demonstrates the capacity to operate and maintain the proposed facility.

ATTACHMENT J – Business Information
Attachment 4
Land Ownership Documents

Stericycle does not have a current lease for the proposed BMW transfer operations because the building is not yet built. Attached is a copy of the lease between the building owner, Nosal Properties of Cheshire, LLC and Shred-IT USA, LLC, a wholly-owned subsidiary of Stericycle, Inc. who currently operate the recycled paper operations out of the existing warehouse. Once the new warehouse addition is built, Stericycle, Inc. and Nosal Properties of Cheshire, LLC will enter into an extension of the existing lease to include operations in the new addition of the warehouse facility.

THIS LEASE AGREEMENT ("Lease"), dated for identification April 19, 2016, is by and between NOSAL PROPERTIES OF CHESHIRE, LLC ("Landlord") and SHRED-IT USA LLC, a Delaware limited liability company ("Tenant").

WITNESSETH:

That for and in consideration of the rent to be paid, the mutual covenants and agreements of the parties, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the Landlord leases to the Tenant, and the Tenant leases from the Landlord, a portion of the building (the "Building") to be constructed at Lot 3, Fieldstone Court, Cheshire Connecticut (the "Property") on the following terms, covenants, and conditions.

**ARTICLE I
PREMISES**

Section 1.1 Premises. The "Premises" is defined as the real estate and improvements consisting of approximately fifteen thousand (15,000) rentable square feet of space (with minimum of fifteen (15) foot high ceilings) to be constructed in accordance with Exhibit C, in the Building located at Lot 3, Fieldstone Court, Cheshire Connecticut, containing: (a) approximately five thousand (5,000) square feet of general office space; and (b) approximately ten thousand (10,000) square feet of warehouse space, with access to at least two (2) dock-high shipping doors and two (2) drive-in doors as shown on Exhibit "A" annexed hereto and made a part hereof. In addition to the foregoing, Tenant shall have the exclusive right to use twenty eight (28) parking spaces designed to accommodate trucks measuring 32' in length, and a minimum of fifty two (52) parking spaces for standard size passenger cars in the parking area located on the Property as shown on Exhibit "A-1" annexed hereto and made a part hereof. Such parking area, including fencing, shall be constructed in accordance with Tenant's plans and specifications shown on Exhibit C.

Section 1.2 Measurement. At any time during the first twelve (12) months of the Term, Tenant may engage an independent certified architect or surveyor to measure the actual floor area of the Premises (the "Floor Area"). Tenant's architect or surveyor shall determine the Floor Area by measuring from the outside of any exterior walls to the center of any interior demising walls. If the architect's or surveyor's measurement of the Floor Area is different than the "Rentable Floor Area of the Demised Premises" by three percent (3%) or more, Base Rent and Tenant's Share (hereinafter defined) shall be proportionally increased or reduced. If the variance is less than three percent (3%), Landlord and Tenant shall make no adjustments to this Lease. For purposes of this Lease, "Tenant's Share" shall equal a fraction, the numerator of which shall be the gross leasable area of the Premises, and the denominator of which shall be the gross leasable area of the Building. On the Commencement Date, Tenant's Share is expected to be .6, or sixty percent (60%).

**ARTICLE II
TERM AND RENEWAL**

Section 2.1 Initial Term. The initial term of this Lease (the "Initial Term") is for a period of approximately ten (10) years beginning on the date Landlord delivers actual and exclusive possession of the Premises to Tenant, with Landlord's Work (as hereinafter defined) substantially completed (the "Commencement Date"), and shall terminate on the last day of the month in which the tenth (10th) anniversary of the Commencement Date shall occur (the "Expiration Date"), unless sooner terminated or extended as expressly provided herein. Within ten (10) business days after confirmation of the Commencement Date, upon the written request of either party, the parties agree to execute a Commencement Date memorandum which shall confirm the actual Commencement Date and the

Expiration Date. Landlord hereby advises Tenant that the Commencement Date is estimated to be on or about the date that is ten (10) months following the Date of Final Approvals (as defined below); if the Commencement Date does not occur on or before the date that is twelve (12) months following the Date of Final Approvals (“Outside Delivery Date”), then commencing on the Commencement Date, Tenant shall be entitled to one (1) day of free Base Rent for each day thereafter from the Outside Delivery Date until the Commencement Date occurs. If the Commencement Date does not occur within sixty (60) days following the Outside Delivery Date for any reason whatsoever, Tenant, at its option, may terminate this Lease by written notice to Landlord. Tenant shall accept delivery of the Premises in its “as is” condition on the Commencement Date and Landlord shall have no obligation to improve, alter or otherwise prepare the Premises for Tenant’s occupancy, except to the extent otherwise expressly set forth in Exhibit “C” as “Landlord’s Work”. “Substantial completion” of Landlord’s Work shall mean that Landlord’s Work is fully performed in accordance with applicable laws, codes and regulations and the applicable approved plans and specifications other than minor unfinished Punch-List (as defined below) items and when a Certificate of Occupancy is issued by the appropriate governmental authority for the Premises. Tenant shall make an inspection of the Premises and provide Landlord with a written punch-list (“Punch-List”) of all items which are not complete to the reasonable satisfaction of Tenant within thirty (30) days after notice from Landlord of Substantial Completion of the Premises. Landlord agrees to use diligence to correct any of Landlord’s Work provided for in the Punch-List as soon as commercially reasonable, but in any event within thirty (30) days after receipt thereof. If Landlord does not complete any such Punch-List Items within such thirty (30) day period, then Tenant may perform same, in which event Landlord shall reimburse Tenant for the cost of such work plus an administrative surcharge of fifteen percent (15%) of the amount otherwise due Tenant, to compensate Tenant for its employees’ time, within thirty (30) days of receipt of an invoice for such sums. If Landlord does not reimburse Tenant as required by this Section, then Tenant may offset such sum against up to one-half (1/2) of Base Rent payable by Tenant under this Lease until such sum has been fully recouped. Notwithstanding anything in this Lease to the contrary, Landlord shall, prior to delivery of the Premises to Tenant, provide Tenant with early access to the Premises no later than eight (8) months following the Date of Final Approvals, to allow Tenant to install Tenant’s equipment, wiring and fixtures and to perform Tenant’s initial work. Such access shall not be deemed delivery of the Premises. For purposes of this Lease, the “Date of Final Approvals” shall mean and refer to the date on which Landlord has obtained all final and unappealable approvals, permits and licenses from all applicable governmental and private authorities, including a building permit, necessary for the construction of the Building and related improvements. In the event that the Date of Final Approvals does not occur by September 1, 2016, then either Landlord or Tenant may terminate this Lease upon five (5) days written notice.

Section 2.2 Renewal Term. Provided Tenant is not in monetary or material non-monetary default beyond the applicable notice and cure period at the time Tenant gives the renewal notice to Landlord, Tenant shall have the option to extend this Lease for two (2) additional five (5) year terms (the “Renewal Term” or collectively “Renewal Terms”) on the condition that the Tenant gives to the Landlord written notice not less nine (9) months prior to the Expiration Date of its intention to renew this Lease. The “Initial Term” and the “Renewal Term” are hereinafter referred to collectively as, the “Term.”

**ARTICLE III
RENT**

Section 3.1 Rent.

(a) **Annual Base Rent during the Initial Term.** The annual base rent (“Base Rent”) payable during the Initial Term is as follows:

Term		Annual Rent		Monthly Rent		Per Sq. Ft.
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1		\$ 150,000.00		\$ 12,500.00		\$ 10.00
2		\$ 151,875.00		\$ 12,656.25		\$ 10.13
3		\$ 153,773.44		\$ 12,814.45		\$ 10.25
4		\$ 155,695.61		\$ 12,974.63		\$ 10.38
5		\$ 157,641.80		\$ 13,136.82		\$ 10.51
6		\$ 159,612.32		\$ 13,301.03		\$ 10.64
7		\$ 161,607.48		\$ 13,467.29		\$ 10.77
8		\$ 163,627.57		\$ 13,635.63		\$ 10.91
9		\$ 165,672.92		\$ 13,806.08		\$ 11.04
10		\$ 167,743.83		\$ 13,978.65		\$ 11.18

Base Rent is due, in advance, on the first day of each month beginning on the Commencement Date; provided, however, if the Commencement Date is a date other than the first day of the month, then the Base Rent for the first month shall be adjusted and paid on a pro-rata basis for such partial month.

(b) **Annual Base Rent during the Renewal Term; Fair Market Rent.** Rent during the Renewal Term shall be the equivalent of ninety percent (90%) of the Fair Market Rental Value for the Premises. During the thirty (30) day period following Tenant’s exercise of the Renewal Option, Landlord and Tenant shall attempt, in good faith, to determine and agree upon the Fair Market Rental Value for the Premises during the applicable Renewal Term. If the parties are unable to agree during such thirty (30) day period as to the Fair Market Rental Value, then each party shall select an MAI, or similarly accredited, real estate appraiser who has had at least ten (10) years of experience as an appraiser in the warehouse/office space market within which the Premises is located (an “**Appraiser**”). Each Appraiser shall separately determine the Fair Market Rental Value for the Renewal Term (which shall be a single annual rate that applies to all years of the Renewal Term). If the Fair Market Rental Value determinations of each Appraiser (A) are within ten percent (10%) of each other, the two (2) determinations shall be averaged and such average shall be the Fair Market Rental Value for the Renewal Term, or (B) are not within ten percent (10%) of each other, the two Appraisers shall then select a third Appraiser who shall independently determine the Fair Market Rental Value for the Renewal Term, and the middle of such three (3) determinations shall be the final Fair Market Rental Value for the Renewal Term. Base Rent during any Renewal Term shall be an amount equal to ninety percent (90%) of Fair Market Rental Value for the Premises. Landlord and Tenant shall share the cost of the third appraiser equally

(c) **Place of Payment.** All payments due by the Tenant to the Landlord pursuant to this Lease shall be paid to the Landlord at its business address provided herein, or at such other location as the Landlord may designate in writing upon thirty (30) days prior written notice to Tenant.

ARTICLE IV TAXES; COMMON EXPENSES

Section 4.1 Real Estate Taxes.

(a) Commencing as of the Commencement Date, Tenant shall pay to Landlord as Additional Rent a charge, herein called “**Tenant’s Tax Charge**”, equal to the amount of all real estate taxes, both general and special, levied and assessed against the Building and the Property (“**Taxes**”). Notwithstanding the foregoing, Taxes shall not include (i) any inheritance, estate, succession, transfer, gift, franchise, or capital stock tax; (ii) any income taxes arising out of or related to ownership and operation of income-producing real estate; (iii) any excise taxes imposed upon Landlord based upon gross or net rentals or other income received by it; or (iv) assessments for improvements completed prior to the Commencement Date.

(b) Tenant shall pay to Landlord, monthly in advance on or before the first day of each calendar month, an amount equal to one-twelfth (1/12th) of Landlord's estimate of Tenant's Tax Charge for the current tax year together with all reasonable expenses incurred by Landlord in negotiating, reviewing, administering, appealing or contesting such taxes and assessments, including, but not limited to reasonable fees and/or expenses paid to independent third parties engaged by Landlord to contest Taxes, whose fees may be based on an hourly rate, a percentage of the tax savings or other reasonable fee structures. Alternatively, Landlord may, at its option, bill Tenant for the actual amount of Tenant's Tax Charge after Landlord's receipt of a tax bill for any given tax year, and Tenant shall pay same within thirty (30) days after receipt of such bill.

Section 4.2 Common Expenses. Tenant shall pay as "Additional Rent", Tenant's Share of Common Expenses. "Common Expenses" shall mean all costs and expenses paid or incurred by Landlord for or in connection with the operation and maintenance of the parking areas, driveways, common facilities, open areas and landscaped areas and all other facilities and areas located on or around the Property intended for the benefit of users of the Property in common as opposed to being for the benefit of one such user (the "Common Areas"), including, without limitation, all costs and expenses of operating, maintaining, repairing, lighting, signing, cleaning, painting, striping, policing and security (if provided) of the Common Areas. Common Expenses shall include, but not be limited to, alarm systems; maintenance of sprinkler systems serving the Building; removal of snow, ice, trash and debris; maintenance, repair and replacement of utility systems serving the Common Areas and the Property, including, but not limited to, water, sanitary sewer and storm water lines and retention facilities and other utility lines, pipes and conduits; costs and expenses of inspecting and depreciation of machinery and equipment used in the operation and maintenance of the Common Areas; costs and expenses of ordinary and necessary repair to (but during the Initial Term only, not capitalized replacement of) roofs, pavement, curbing, walkways, drainage pipes, ducts, conduits and lighting facilities; costs and expenses of planting, replanting and replacing flowers, shrubbery and planters and other landscaping and lawn care costs; costs of providing light and power to the Common Areas; cost of water and other utility services, if any, furnished by Landlord for the non-exclusive use of all tenants; irrigation costs and costs of repairs to irrigation systems; pylon and monument sign repair and maintenance costs; gutter repair and maintenance costs; any costs incurred by Landlord under any operating agreements or easement agreements with owners of property located adjacent to the Property for sharing of maintenance and use of parking lots, driveways and other common facilities; and management fees combined with general overhead cost equal to five percent (5%) of the total costs and expenses of operating and maintaining the Common Areas and the Property as described herein. Landlord agrees that in no event shall Controllable Common Expenses (as defined below) exceed the Controllable Common Expenses for the prior Lease Year by more than three percent (3%) on a non-cumulative basis. "Controllable Common Expenses" shall mean Common Expenses other than: (a) Taxes; (b) utilities; (c) snow removal costs; and (d) Landlord's casualty and liability insurance premiums.

Notwithstanding anything contained in this Lease to the contrary, in no event shall the term Common Expenses include (1) capital expenditures and capital repairs and/or replacements to the Common Areas and Building (during the Initial Term only), including but not limited to the repair and/or replacement of the roof, foundation, exterior walls, pavement, curbing and walkways and any heating, ventilating and air conditioning ("HVAC") systems servicing the Premises and any other portions of the Building; (2) costs attributable to original development, such as architectural and engineering fees and costs; (3) costs attributable to seeking and obtaining new tenants or lease extensions, such as advertising fees and brokerage commissions, or to enforcing leases against tenants in the Property, such as attorneys' fees, court costs, adverse judgments and similar expenses; (4) costs that are reimbursed to Landlord by tenants as a result of provisions contained in their specific leases; (5) costs for alterations and additions that are in the nature of adding new improvements or facilities; (6) reserves for bad debts or future

expenditures which would be incurred subsequent to the then current accounting year, or accountant's fees; (7) interest on any mortgages on the Property and rental under any ground or underlying lease; (8) repairs and other work occasioned by fire, windstorm or other casualty to the extent covered by insurance required to be carried by Landlord hereunder or otherwise carried by Landlord (excluding the deductible for such insurance, which shall be included as part of Common Expenses); (9) any costs, fines, or penalties incurred due to violations by Landlord of any leases or any Applicable Laws; (10) costs attributable to repairing items that are covered by warranties to the extent that Landlord recovers such costs under the warranties; (11) repairs and maintenance performed exclusively for a particular tenant's exclusive space and not in the Common Areas, or tenant improvements in a tenant's space rather than repairs and maintenance for improvements intended generally for the common benefit of the Property; (12) costs incurred in complying with Applicable Laws (unless such compliance is required as a result of Tenant's specific use of the Premises and not uses generally); (13) costs of correcting defective conditions in the Property buildings resulting from failure to comply with applicable building and construction codes at the time such improvements were constructed, including without limitation, costs of repairs or replacement to cure inherent structural defects in the weight-bearing structural elements of the Property; (14) any amounts expended by Landlord to comply with any applicable Environmental Laws; or (15) developer, tap, impact, hook-in, utility set-up or like fees.

Notwithstanding anything in this Lease to the contrary, Landlord represents and warrants that the sum of Tenant's Share of Common Expenses and Tenant's Tax Charge are estimated to be approximately Three Dollars (\$3.00) per square foot of leasable area during the first year of the Term.

Commencing on the Commencement Date, and monthly thereafter, Tenant shall pay to Landlord, along with Base Rent, an amount equal to one-twelfth (1/12th) of Landlord's estimate of Tenant's Common Expenses.

ARTICLE V INSURANCE AND INDEMNIFICATION

Section 5.1 Tenant's Insurance.

(a) **Commercial General Liability.** Tenant, at its sole cost and expense, shall obtain and maintain in effect during the Term, a commercial general liability insurance policy insuring the Tenant against any liability which may arise on account of the Tenant's occupancy of the Premises, in limits of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and not less than \$2,000,000.00 general aggregate limit.

(b) **Other Requirements.** All insurance policies required to be procured by the Tenant: (1) shall be issued in the name of the Tenant, with Landlord, Landlord's mortgagee and any other parties with an insurable interest from time to time designated in writing by notice from the Landlord to the Tenant named as additional insureds; (2) shall be written as primary policy coverage and not contributing with or in excess of any coverage which the Landlord may carry; and (3) shall contain an express waiver of any right of subrogation by the insurance company against the Landlord. With respect to the insurance policies required to be procured by the Tenant, upon Landlord's request, Tenant shall deliver to the Landlord a certificate of insurance. Tenant will give prompt notice to Landlord if Tenant receives notice that such insurance policy shall be canceled and/or the insurance carrier shall, for any reason, fail to renew such insurance policy and Tenant shall give notice to Landlord if there is a material change made in such insurance policy adverse to Landlord. If the Tenant shall fail to promptly furnish any insurance coverage required to be procured by the Tenant, and such failure shall continue for ten (10) business days after notice thereof is given to Tenant, the Landlord, at its sole option, shall have the right to obtain the

coverage and pay the pro-rated premium therefor until Tenant obtains the required coverage, and the pro-rated premium so paid by the Landlord shall be payable by the Tenant to the Landlord upon thirty (30) days' prior written notice accompanied by proof of payment thereof.

(c) **Tenant's Right to Self-Insure.** Notwithstanding the requirements of any other provision of this Lease, Tenant shall have the right, at its sole election, to self-insure with respect to some or all of the insurance required to be carried by Tenant pursuant to the terms of this Lease, provided that Tenant shall have such right only as long as Tenant maintains a tangible net worth in excess of Fifty Million Dollars (\$50,000,000.00). If Tenant elects to self-insure as provided in this Section, then Tenant shall assume the risks of and shall pay the cost of or relating to injury or death to persons or property and for restoration and any other costs that would have been covered by such insurance if not so self-insured, to the same extent that the same would have been payable under the terms of an insurance policy described herein.

Section 5.2 Landlord's Insurance.

(a) **Property and Liability Insurance.** Landlord shall, during the Term, maintain (i) fire and extended coverage insurance upon the Building, and (ii) a commercial general liability policy insuring Landlord against any liability which may arise on account of the occupancy of the Building, in limits of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and not less than \$2,000,000.00 general aggregate limit, with Tenant to be named as an additional insured.

Section 5.3 Limitation of Liability and Indemnification by Tenant. Tenant shall indemnify and hold the Landlord harmless from and against any loss, cost, damages, claim and demand in connection with any damage (excluding consequential damages) occurring in or about the Premises to the extent caused by the Tenant's occupancy of the Premises including, but not limited to, damage (1) to the Tenant's property or to its business, (2) to any person (whether such person be an occupant of the Premises, an invitee, guest, or business visitor), or (3) to any property at any time contained in or about the Premises, regardless of the cause of such damage, including, but not limited to, damage arising from (1) water, rain, snow, or ice, which may leak into or flow from any part of the Premises either from the outside of the Building from natural causes or by reason of any defect in pipes or plumbing or from any source whatsoever, and (2) the failure of or interruption of utility service to the Premises, except to the extent caused by the negligence or willful acts of Landlord, its employees, agents, or contractors.

Section 5.4 Waiver of Subrogation. Landlord and Tenant acknowledge their mutual intent to preserve their business relationship during the Term of this Lease and agree to rely on the protections afforded through insurance rather than prosecuting legal claims against each other for any property damage to the Premises or personal property. Each party agrees to maintain the insurance coverage on their respective properties and their liability insurance coverage as set forth in this Article 5, and to the extent permitted by their respect insurance carriers, will name the other party as an additional insured on their respect insurance policies. Each party hereby waives subrogation rights against the other party for any property loss or damage and waives subrogation rights in connection with third-party claims for property loss or damage and for personal injury or death. This waiver shall apply regardless of fault, accident, negligence, or willful misconduct of any employees or agents of the parties.

**ARTICLE VI
UTILITIES**

Section 6.1 Payment. The Tenant shall promptly pay for all public utilities rendered or furnished to the Premises during the Term, including without limitation heat, water and sewer, and electricity charges.

Section 6.2 Interruption of Service. The Landlord shall not be liable in damages or otherwise for any interruption in the supply of any utility to the Premises, nor shall any such interruption constitute any ground for an abatement of any of the Rents. Notwithstanding the foregoing, if “essential services” are interrupted to such an extent that Tenant is unable to use the Premises or any material part thereof for the conduct of its customary business for a period in excess of three (3) days, all Rent hereunder shall abate commencing on the second (2nd) day until the earlier of (a) the date Tenant reopens for business in the entire Premises, or (b) the essential services are restored. Should such interruption continue for a period of thirty (30) consecutive days, then Tenant shall have the right to terminate this Lease upon five (5) days’ written notice to Landlord. For purposes of this paragraph, essential services shall mean electricity, water or HVAC.

Section 6.3 Overburdening Service and Adding Service. If the Tenant desires to install any equipment which shall require additional utility facilities or utility facilities of a greater capacity than the facilities currently existing at the Premises, such installation shall be subject to the Landlord's prior written approval of the Tenant's plans and specifications therefore, which approval shall not be unreasonably withheld, conditioned or delayed. If approved by the Landlord, the Tenant agrees to pay the cost of providing such additional utility facilities or utility facilities of greater capacity.

Section 6.4 Meters. The Landlord represents to Tenant that separate meters for electric and gas will be installed at the Premises and Landlord agrees to maintain and repair same at its sole cost and expense.

**ARTICLE VII
USE OF THE PREMISES**

Section 7.1 Permitted Usage. The Tenant covenants and agrees to use the Premises only for the following described purposes, and for no other purposes without the written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed:

For general office and/or warehouse use associated with information destruction and disposal of materials, document storage, paper baling, and light duty preventative truck maintenance, together with the usual ancillary activities of such an operation.

Section 7.2 Compliance with Law.

The Tenant shall comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state and municipal government and of any and all the departments and bureaus applicable to the Tenant's use of the Premises, including, but not limited to, (1) applicable federal, state and local laws, regulations or ordinances pertaining to air and water quality, Hazardous Materials (defined below), waste disposal, air emissions and other environmental matters, (2) those requirements for the correction, prevention and abatement of nuisances and violations in, upon or connected with the Premises during the Term, and (3) all rules, orders, and regulations of the Board of Fire Underwriters for the prevention of fire at its own cost and expense. Notwithstanding anything to the contrary contained in this Lease, Tenant shall not be required to make any structural upgrades, repairs, improvements or alterations to the Premises or the Building in order

to comply with the requirements of this Section. Landlord, at its sole cost and expense, shall comply with all other laws, rules, regulations, and ordinances made by any governmental authority affecting the Building and the Property, including, without limitation, all accessibility for the disabled requirements.

Section 7.3 So long as the Lease is in full force and effect, Landlord shall not lease, license or otherwise enter into any rental agreement for space in the Building or the property to any person or entity which use is similar to Tenant's use as provided in Section 7.1 above.

ARTICLE VIII CONDITION, REPAIRS AND MAINTENANCE

Section 8.1 Condition of Systems. Landlord agrees to undertake an inspection of the HVAC, electric, and plumbing systems (hereinafter, the "Systems") and provide the Tenant with certification that these Systems are in good working order on the Commencement Date. Except as otherwise provided herein, Tenant's acceptance of possession of the Premises shall constitute conclusive evidence that, as of the Commencement Date, the Systems were in good and satisfactory condition, except for any defects specifically noted in the certifications and any latent defects which Landlord shall correct within thirty (30) days following written notice thereof.

Section 8.2 General Condition of the Premises. The Tenant agrees to examine the Premises before taking possession, and except as otherwise provided herein, Tenant's entry into possession of the Premises shall constitute conclusive evidence that, as of the Commencement Date, the Premises were in good and satisfactory condition, other than Punch-List Items and any latent defects, which Landlord shall correct within thirty (30) days following written notice thereof.

Section 8.3 Inspection of Systems. The Tenant shall have the HVAC system inspected, serviced, and filters changed at the expense of the Tenant at least semi-annually by a qualified heating and air-conditioning contractor. Tenant shall provide Landlord within thirty (30) days of demand, with evidence showing the completion of such inspection and servicing of the air-conditioning unit.

Section 8.4 Tenant Maintenance and Repair to the Premises. The Tenant, at its sole cost and expense, shall maintain and repair the interior non-structural parts of the Premises, including the Systems located in and exclusively serving the Premises, all machinery, all hardware, all interior painting and decoration of every kind, all doors including standard entry doors, rollups and dock doors, and replacing all broken or damaged glass, including window glass.

Section 8.5 Landlord Repairs.

- (a) **Utilities.** Landlord shall be responsible for the replacement of the Systems.
- (b) **Structure and Exterior of the Building.** Landlord shall make all necessary repairs and replacements to the foundation, roof and the exterior and supporting walls of the Building and shall maintain the parking area used for the Building in its present condition (including snow and ice removal), subject to reimbursement by Tenant as provided herein; provided, however, that Tenant will be required to make any repairs caused or occasioned by the misconduct or negligence of Tenant, its employees, agents and contractors.
- (c) **Emergency Repairs or Tenant's Failure to Repair.** If (i) in an emergency, it shall become necessary promptly to make any repairs required to be made by the Tenant, or (ii) if the Tenant fails to maintain or repair the Premises or the Building as required in this Article and such failure continues for thirty (30) days after notice thereof is given to Tenant, the Landlord may, in its reasonable discretion but

without any obligation to do so, take whatever steps are reasonably necessary to remedy the problem and bill Tenant for the reasonable cost of the work, plus a reasonable cost for overhead.

ARTICLE IX IMPROVEMENT AND RELINQUISHMENT OF THE PREMISES

Section 9.1 Construction and Improvements. Any structural additions or alterations made by Tenant to the Premises (the “Tenant Improvements”) require the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed and, if approved, shall be performed (1) in a timely fashion, and (2) in a workmanlike manner and in accordance with applicable laws, ordinances, regulations and requirements of all governmental authorities having jurisdiction over such construction. Notwithstanding anything in this Lease to the contrary, Tenant shall have the right, at Tenant's own expense, to make or cause to be made such non-structural alterations, improvements or additions to the Premises, without Landlord consent, as Tenant shall deem expedient or necessary for its business purposes. All Tenant Improvements (with the exception of Tenant’s personal property and trade fixtures as provided below) shall become the property of Landlord and shall remain as part of the Premises at the termination of this Lease.

Section 9.2 Trade Fixtures. All trade fixtures placed upon the Premises by the Tenant, not permanently affixed and which are removable without permanent injury or disfigurement to the Premises, shall be deemed trade fixtures (the “Fixtures”), and the Tenant shall have the right to remove the Fixtures at any time during the Term.

Section 9.3 Mechanic's Liens. If by reason of any alteration, repair, labor performed or materials furnished to the Premises for or on behalf of the Tenant, any mechanic's or other lien shall be filed, claimed, perfected, or otherwise established as provided by law against the Premises, the Tenant shall discharge or remove the lien by bonding or otherwise, within thirty (30) days after Tenant receives notice of the filing of such lien from Landlord. If the Tenant fails to do so, the Landlord may, without inquiring into the validity of the lien, discharge it either by paying it or by bonding it, and the Tenant shall reimburse the Landlord for the cost of the payment or the bond and for any out-of-pocket costs or reasonable attorneys' fees incurred by the Landlord.

Section 9.4 Relinquishment of Premises. Upon the termination of this Lease, the Tenant promptly shall vacate the Premises and leave the Premises in a broom clean condition, reasonable wear and tear excluded. Tenant shall remove all of the Fixtures from the Premises, in which event the Tenant shall repair all damages to the Premises caused by such removal and shall restore the Premises to the condition in which they were prior to the installation or construction of the Fixtures, normal wear and tear excepted. If the Tenant shall fail to remove such Fixtures within thirty (30) days after the expiration or sooner termination of this Lease, the Landlord may, at the reasonable expense of the Tenant, remove such Fixtures and restore the Premises.

ARTICLE X DAMAGE, DESTRUCTION OR CONDEMNATION OF THE PREMISES

Section 10.1 Damage or Destruction of the Premises. If all or any portion of the Premises becomes untenable or inaccessible due to any fire or other casualty to the Premises and/or the Building (a “Casualty”), Landlord, with reasonable promptness, shall cause a general contractor selected by Landlord to provide Landlord and Tenant with a written estimate (“Completion Estimate”) of the amount of time required, using standard working methods, to substantially complete the repair and restoration of the Premises (“Landlord’s Restoration Work”). Landlord shall promptly forward a copy of the

Completion Estimate to Tenant. If (a) the Completion Estimate indicates that the Premises cannot be made tenantable within one hundred eighty (180) days from the date of the Completion Estimate, or (b) the Premises have been materially damaged and there is less than two (2) years of the Term remaining on the date of the Casualty, then Tenant shall have the right to terminate this Lease upon written notice to the Landlord within thirty (30) days after Tenant's receipt of the Completion Estimate, in the case of clause (a), and within ninety (90) days after the date of the Casualty, in the case of clause (b). Notwithstanding the foregoing, if Tenant was entitled to but elected not to exercise its right to terminate this Lease and Landlord's Restoration Work is not substantially completed by the expiration of the estimated period of time set forth in the Completion Estimate, then Tenant may terminate this Lease by thirty (30) days written notice to Landlord. If this Lease is not terminated, Landlord shall promptly and diligently, subject to reasonable delays for insurance adjustment or other matters beyond Landlord's reasonable control, complete Landlord's Restoration Work. Such restoration shall be to substantially the same condition that existed prior to the Casualty, except for modifications required by Law. During any period of time that all or a material portion of the Premises is rendered untenable as a result of a Casualty, the Rent shall abate for the portion of the Premises that is untenable and not used by Tenant. Such Rent abatement shall end on the date which is ten (10) days after Landlord has delivered the Premises to Tenant with Landlord's Restoration Work substantially completed. Landlord and Tenant hereby waive the provisions of any Law relating to the matters addressed in this Article, and agree that their respective rights for damage to or destruction of the Premises shall be those specifically provided in this Lease.

Section 10.2 Loss or Damage to Tenant's Property. Except to the extent caused by the negligence or misconduct of Landlord or its agents, contractors or employees, Landlord shall not be liable for any damage to property of Tenant or of others located on the Premises, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise, nor for any injury or damage to persons or property resulting from fire, explosion, falling plaster, electricity, water, sewer, sprinkler system failure (if one exists), rain or snow or leaks from any part of the Premises or from the pipes, appliances, or plumbing works or from the roof, street, or subsurface or from any other place or by dampness or by any other cause or occurrence.

Section 10.3 Effect of Condemnation. If any part of the Premises, Building or Property should be taken for any public or quasi-public use under governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase in lieu thereof (a "**Taking**" or "**Taken**"), and the Taking would prevent or materially interfere with Tenant's use of the Premises, then upon written notice by Landlord or Tenant to the other, this Lease shall terminate, and Base Rent and Additional Rent shall be apportioned as of the effective date of the Taking. If part of the Premises or the parking lot shall be Taken, and this Lease is not terminated as provided above, the Base Rent and Additional Rent payable hereunder during the unexpired Term shall be reduced to such extent as may be fair and reasonable under the circumstances. In the event of any such Taking, Landlord shall be entitled to receive the entire award in any proceeding with respect to any taking provided for in this Article without deduction therefrom for any estate vested in Tenant by this Lease and Tenant shall receive no part of such award, except as hereinafter expressly provided in this Article. Tenant hereby expressly assigns to Landlord all of its right, title and interest in and to every such award or payment and waives any right to the value of the unexpired portion of the term of this Lease. Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the right to enter a separate claim and recover from the condemning authority compensation for all relocation expenses, and receive such portion of such award or proceeds as shall represent compensation for the value of all fixtures and improvements made or paid for by Tenant then existing in the Premises and for any loss to which Tenant may be put, business interruption or the taking of any property of Tenant; provided, however, that notwithstanding the foregoing or anything to the contrary contained in this Lease, Tenant shall have the right to recover from Landlord (but only if included in Landlord's award and there is only one (1) single award) that portion of any net award or payment attributable to the unamortized value of the permanent improvements (as opposed to trade

fixtures) installed or caused to be installed by Tenant in the Premises, based on straight-line depreciation from installation until the expiration date of this Lease, without regard to condemnation. For the purpose of this Article, an award or payment shall mean the entire award or payment for such taking, less expenses incurred in collecting such award or payment.

ARTICLE XI DEFAULT AND REMEDIES

Section 11.1 Default by Tenant. Tenant shall be in default of the terms of this Lease if (1) Tenant fails to pay any Rent within ten (10) days after written notice from Landlord that payment is due; (2) Tenant has failed to keep and perform any of the non-monetary covenants and agreements on its part to be kept and performed, and such failure has not been cured within thirty (30) days after receipt of written notice from Landlord to Tenant; provided, however, that if such default is not curable within such thirty (30) day period, and if and so long as Tenant is proceeding with due diligence to cure the default, such period will be extended for the reasonable period required to permit Tenant to cure the default, provided, however, that such extended period shall not exceed an additional one hundred twenty (120) days; or (3) any of the Tenant's property on the Premises or its leasehold interest is the subject of any levy or execution, attachment or taking by process of law, or otherwise, in satisfaction of any judgment, debt or claim.

Section 11.2 Landlord's Right on Tenant Default.

(a) If Tenant is in default beyond the applicable notice and cure period, then for so long as such default is continuing, Landlord shall have the right to pursue any one or more of the following remedies in addition to all other rights or remedies provided herein or at law or in equity.

(i) Landlord may terminate this Lease and forthwith repossess the Premises by summary or other legal proceedings without liability for trespass or conversion and be entitled to recover as damages a sum of money equal to the total of (1) the reasonable cost of recovering the Premises, (2) the unpaid Rent due and payable at the time of termination, plus interest thereon at eight percent (8%) per annum from the due date, (3) the value at the time of termination of the excess, if any, of the amount of Base Rent and other amounts payable by Tenant under this Lease for the remainder of the Term hereof over the then reasonable rental value of the Premises for remainder of the Term, both figures being discounted to present value, and (4) any other reasonable sum of money and damages owed by Tenant to Landlord.

(ii) Landlord may, without terminating this Lease, terminate Tenant's right of possession and may repossess the Premises by summary or other legal proceedings without liability for trespass or conversion, without demand or notice of any kind to Tenant, in which event Landlord may, but shall be under no obligation to, relet the same for the account of Tenant for such rent and upon such terms as shall be satisfactory to Landlord. For the purpose of such reletting, Landlord is authorized to make any repairs in or to the Premises required to be made by Tenant hereunder. If Landlord exercises the remedies provided in this subparagraph, Tenant shall pay to Landlord, and Landlord shall be entitled to recover from Tenant, an amount equal to the total of the following: (1) unpaid rent as of the date of termination; plus (2) the reasonable cost of recovering possession, and all of the reasonable costs and expenses of such repairs required to be made by Tenant hereunder, and the reasonable expense of such reletting and of the collection of the rent accruing therefrom to satisfy the rent provided for in this Lease to be paid; plus (3) any deficiency in the rentals and other sums actually received by Landlord from any such reletting from the Rent and Additional Rent required to be paid under this Lease with respect to the periods the Premises are so relet, and Tenant shall satisfy and pay any such deficiency within thirty (30) days after demand therefor from time to time. Tenant agrees that Landlord may file suit to recover any sums falling due

under the terms of this subparagraph from time to time, and that no delivery or recovery of any portion due Landlord hereunder shall be a defense in any action to recover any amount not theretofore reduced to judgment in favor of Landlord, nor shall such reletting be construed as an election on the part of Landlord to terminate this Lease unless a written notice of such intention be given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous default which remains uncured and recover damages as provided for in subparagraph (i) above.

(iii) Offset against any rents, damages, or other sums of money owed by Tenant any security deposit and/or any advance rent applicable to any time period after the occurrence of the Event of Default and any sums which would then or thereafter otherwise be due from Landlord to Tenant.

(b) If Tenant shall be in default of any of its obligations under this Lease, which default continues beyond the applicable notice and cure period provided in this Lease, Landlord may at any time thereafter while such default remains uncured (but shall not be obligated to do so), in addition to any other rights it may have in law or equity or under this Lease, cure such default on behalf of Tenant, and Tenant shall reimburse Landlord upon demand for any reasonable sums paid or costs incurred by Landlord in curing such default, together with interest at the rate of eight percent (8%) per annum from the respective dates of Landlord's making of the payments and incurring of the costs, on all sums advanced by Landlord as aforesaid, which sums and costs together with interest thereon shall be deemed Additional Rent payable under this Lease.

(c) In the event of any default by Tenant of any of its obligations under this Lease beyond the applicable notice and cure period, Tenant shall pay to Landlord, within thirty (30) days after demand, an amount equal to all reasonable attorney's fees and court costs incurred by Landlord in enforcing its rights and remedies under this Lease, whether or not an administrative and/or judicial action is commenced by Landlord against Tenant by reason of such default.

(d) In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedies under this Lease, or now or hereafter existing at law or in equity or by statute.

(e) The waiver by Landlord of any breach of any term, covenant or conditions contained in this Lease, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained in this Lease.

Section 11.3 Default by Landlord; Tenant's Remedies. Landlord shall not be in default hereunder unless Landlord fails to perform any of its obligations hereunder within thirty (30) days after written notice from Tenant specifying such failure (unless such performance will, due to the nature of the obligation, require a period of time in excess of thirty (30) days, then after such period of time as is reasonably necessary). All obligations of Landlord hereunder shall be construed as covenants, not conditions. If Landlord defaults beyond the applicable notice and cure period, Tenant shall have all remedies available to Tenant at law or in equity.

Section 11.4 Non-Waiver Provisions. The failure of the Landlord or Tenant to insist on a strict performance of any of the terms, conditions and covenants of this Lease shall not be deemed to be a waiver of any rights or remedies that Landlord or Tenant may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants of this Lease except as may be expressly waived in writing. The maintenance of any action or proceedings to recover possession of the

Premises, or any installment of Rent or any other monies that may be due or became due from Tenant to Landlord shall not preclude Landlord from instituting and maintaining subsequent actions or proceedings for the recovery of possession of the Premises or of any other monies that may be due or became due from Tenant. Any entry or re-entry by Landlord shall not be deemed to absolve or discharge Tenant from liability under this Lease.

Section 11.5 Inability to Perform. If Landlord or Tenant is delayed or prevented from performing any of its obligations under this Lease by reason of strike or labor troubles or any other cause whatsoever beyond Landlord's or Tenant's reasonable control, the period of such delay or such prevention shall be added to the time period herein provided for the performance of any such obligation by Landlord or Tenant, as the case may be.

ARTICLE XII SUBORDINATION

Section 12.1 Subordination. This Lease and Tenant's interest and rights hereunder are and shall be subject and subordinate at all times to the lien of any first mortgage, now existing or hereafter created on or against the Premises, and all amendments, restatements, renewals, modifications, consolidations, refinancing, assignments and extensions thereof, without the necessity of any further instrument or act on the part of Tenant. Tenant agrees, at the election of the holder of any such mortgage, to attorn to any such holder. Tenant agrees upon demand to execute, acknowledge and deliver such instruments, confirming such subordination and such instruments of attornment as shall be requested by any such holder. Tenant's agreement to subordinate this Lease to the lien of any mortgage, is expressly conditioned upon the mortgagee agreeing in a non-disturbance agreement that in the event of foreclosure or deed in lieu of foreclosure and so long as Tenant is not in default under any terms or conditions of this Lease beyond the applicable notice and cure period, this Lease shall be recognized and Tenant's occupancy shall not be disturbed. Notwithstanding the foregoing, any such holder may at any time subordinate its mortgage to this Lease, without Tenant's consent, by notice in writing to Tenant, and thereupon this Lease shall be deemed prior to such mortgage without regard to their respective dates of execution, delivery or recording and in that event such holder shall have the same rights with respect to this Lease as though this Lease had been executed prior to the execution, delivery and recording of such mortgage and had been assigned to such holder. The term "mortgage" whenever used in this Lease shall be deemed to include deeds of trust, security assignments and any other encumbrances, and any reference to the "holder" of a mortgage shall be deemed to include the beneficiary under a deed of trust.

ARTICLE XIII CONFIDENTIALITY

Section 13.1 Confidentiality. Landlord acknowledges that it may learn or discover certain Confidential Information (defined below) about Tenant through the course of this Lease and Tenant's occupancy of the Premises. Landlord shall treat, on a strictly confidential basis, and shall not disclose to any third party, including any governmental or quasigovernmental authority unless required by law, any information which it learns or is furnished regarding the operation of Tenant's business, including, but not limited to: (1) any information contained in the books and records of Tenant; (2) any copies of any books and records of Tenant, and any financial statements of Tenant; (3) the results of any examinations, tests, analyses, investigations, surveys, inquiries or other inspections conducted by Landlord on or regarding the Premises; (4) Tenant's processes, technical information, data, business methods and techniques and other materials used or to be used by Tenant in operating Tenant's business; (5) customer names, customer information and customer lists belonging to Tenant; (6) Tenant's pricing information; (7) information received from others, including employees of Tenant, that is confidential to such persons, including information that Tenant is required to treat as confidential; and (8) all other information about

Tenant's business and the business of Tenant's customers that is not known to the public and gives Tenant an opportunity to obtain an advantage over its competitors, whether in tangible or intangible form (collectively the "Confidential Information"). If Landlord is unsure whether any information is Confidential Information, Landlord shall treat such information as Confidential Information unless otherwise instructed by Tenant in writing.

Section 13.2 Landlord shall inform any agent, broker, attorney, accountant, employee, representative, or other third party claiming through Landlord of the confidentiality obligations set forth under this Article 13 regarding any Tenant Confidential Information learned or discovered by such agent, broker, attorney, accountant, employee, representative, or third party.

Section 13.3 Landlord acknowledges that a breach of this Article 13 is inadequately compensable in money damages. Accordingly, Tenant may seek and obtain injunctive relief against the breach or threatened breach of Landlord's obligations of this Article 13. Such remedy will not be deemed to be the exclusive remedy for any such breach but will be in addition to all other remedies available at law or equity.

Section 13.4 Notwithstanding the foregoing, if required in connection with Landlord's ownership of the Premises, Landlord shall be permitted to disclose Tenant's Confidential Information to its counsel, accountants, agents, or employees (on a need to know basis only) provided such persons are informed by Landlord to protect Tenant's Confidential Information in accordance with this Article 13.

Section 13.5 Except as contemplated by this Lease, if Landlord is required by law to disclose any Confidential Information, Landlord will provide Tenant with immediate written notice of such request and the documents or information requested thereby, so that Tenant or its agents may seek an appropriate protective order or waive Landlord's compliance with the provisions of this Lease.

ARTICLE XIV OTHER PROVISIONS

Section 14.1 **Landlord Representations.** Landlord hereby represents and warrants the following:

(a) that it is the true and lawful owner of the Property, and is authorized to grant a leasehold interest in the Premises and all payments relating to any Mortgage which is now a lien upon the Property are current and to date; and

(b) the Premises are (i) not located in a flood zone, and (ii) zoned to allow Tenant 's use as defined herein; and

(c) the Property conforms to all applicable federal state and local laws, statutes, regulations and ordinances including without limitation local building codes, and the Americans With Disabilities Act – Title III, effective January 26, 1992 (collectively, "Applicable Laws"); and

(d) on the Commencement Date, the Premises will be in good condition and all mechanical, electrical, plumbing and other building systems will be in good working order, condition and repair; and

(e) on the Commencement Date, the Premises will be equipped with a baler pit constructed to Tenant's specifications provided in Exhibit C; and

(f) on the Commencement Date, the sprinkler system shall include at least .10 gpm over the most remote 1,500 square feet of space in the office area of the Premises and at least .3 gpm over the most remote 2,000 square feet of space in the warehouse area of the Premises; and

(g) on the Commencement Date, the Premises will be separately demised and secured from any adjacent space with a 2 hour rated demising wall; and

(h) on the Commencement Date, the Premises will have energy efficient lighting; and

(i) on the Commencement Date, the Premises will be equipped power service of 480 V, 3 Phase, 600 AMPS; and

(j) on the Commencement Date, the warehouse portion of the Premises will be equipped with two (2) drive in doors measuring 14' wide x 14' high; and

(k) on the Commencement Date, the warehouse portion of the Premises will be equipped with two (2) dock doors; and

(l) to Landlord's knowledge, the Property contains no Hazardous Materials (as defined below) and there has been no Release (as defined below) of Hazardous Materials on the Property or into the soil or groundwater under the Property.

Section 14.2 Entry and Inspection. The Landlord or its representatives shall have the right to enter the Premises at reasonable hours (upon at least forty-eight (48) hours prior notice) for the purposes of (1) ascertaining if the Premises are in proper repair and condition, (2) fulfilling the Landlord's obligations of repair or maintenance, and, (3) during the final one hundred eighty (180) days of the Initial Term (if Tenant has not exercised its option for the Renewal Term) and the Renewal Term, for the purpose of exhibiting the Premises for lease. Any such entry by or on behalf of the Landlord shall not be or constitute an eviction, partial eviction, or deprivation of any right of the Tenant and shall not alter the obligations of the Tenant under this Lease.

Section 14.3 Notices. All notices under this Lease shall be in writing and shall be sent by either (i) prepaid, nationally recognized overnight courier, or (ii) personal delivery with receipt acknowledged in writing. All notices shall be addressed to the parties at their respective notice addresses as set forth in this Section (except that any party may from time to time, upon fifteen (15) days prior written notice to the other party, change their address for that purpose), and shall be effective on the date when actually received or refused by the party to whom the same is directed, addressed as follows:

Landlord: Nosal Properties of Cheshire, LLC
51 Ozick Drive
Durham, CT 06422
Attention: Joseph Nosal, Manager

With a copy to: Juliano & Marks, LLC
1224 Farmington Avenue
West Hartford, CT 06107
Attention: Lawrence J. Marks, Esq.

Tenant: Shred-It USA LLC
c/o Shred-It International ULC
2794 South Sheridan Way
Oakville, ON L6J7T4
Attention: Lee J. Fearn, Director, Real Estate

With a copy to: Westerman Ball Ederer Miller Zucker & Sharfstein, LLP
1201 RXR Plaza
Uniondale, New York 11556
Attention: Greg Zucker, Esq.

Either party may designate in writing a change in its notice address.

Section 14.4 Statement. The Landlord and Tenant, at the other's request, shall from time to time execute, acknowledge and deliver written statements in recordable form: (1) ratifying this Lease; (2) specifying the commencement and termination dates of this Lease; (3) certifying that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writing as shall be stated); (4) that all conditions under this Lease to be performed by Landlord and Tenant have been satisfied or stating those not performed; (5) that to the best of its knowledge, there are no defenses or off-sets against the enforcement of this Lease by the Landlord or Tenant; (6) the date through which rental has been paid; and (7) that no rental has been paid more than ninety (90) days in advance. Failure by the Landlord or Tenant to deliver a requested statement to the other, or state in writing the exceptions to the requested statement, within thirty (30) days of the other's request for it, shall for all purposes constitute the direction to the other to execute and deliver such statement on the other's behalf, except that the foregoing shall not relieve the Landlord or Tenant of the obligation to deliver any such statement to the other and shall not be deemed to cure the Landlord's or Tenant's default for failure to deliver any such statement.

Section 14.5 Assignment, and Subletting. Tenant shall not assign this Lease or sublease all or any portion of the Premises, whether voluntarily, by operation of law or otherwise, without the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. In the event Landlord approves a proposed sublease or assignment, Tenant shall remain liable under this Lease. Notwithstanding anything to the contrary contained in this Lease, Tenant may, upon ten (10) days written notice to Landlord but without Landlord's prior written consent, assign or transfer its entire interest in this Lease and the leasehold estate hereby created, or sublease the Premises or any part thereof, to a successor entity of Tenant, which for the purposes of this Lease shall mean either (a) any corporation or other business entity which controls, is controlled by, or under common control with, Tenant (a "related corporation"), or (b) a corporation or other business entity into which or with which Tenant, its corporate successors or assigns, is merged or consolidated, in accordance with applicable statutory provisions for the merger or consolidation of corporations, provided that by operation of law or by effective provisions contained in the instruments of merger or consolidation the liabilities of the corporations or other business entities participating in such merger or consolidation are assumed by the corporation or other business entity surviving such merger or consolidation, or (c) a corporation or other business entity acquiring substantially all of Tenant's assets located in the Premises, or (d) any successor to a successor corporation becoming such by any of the methods described in subdivisions (a), (b) and (c) above; provided, however, that Tenant shall have no such right to assign or transfer to a successor corporation unless Tenant shall not be in default in the performance of any of its obligations under this Lease beyond the applicable notice and cure period. For the purposes hereof "control" shall be deemed to mean ownership of not less than fifty percent (50%) of all of the voting stock of such corporation, or not less than fifty percent (50%) of all of the legal and equitable interest in any other business entity, or the possession of the power, directly or indirectly, to direct or cause the direction of management and policy of a corporation or other business

entity, whether through the ownership of voting securities, common directors or officers, the contractual right to manage the business affairs of such business entity, or otherwise. Notwithstanding anything to the contrary contained in this Lease any sale or transfer of Tenant's stock or redemption or issuance of additional stock of any class, shall not be deemed an assignment, subletting or any other transfer of this Lease or the Premises. Tenant shall remain liable under this Lease for any assignment of the Lease by Tenant for which Landlord's consent is not required.

Section 14.6 Surrender of Premises and Holding Over. On the expiration or prior termination of this Lease, the Premises and all improvements, alterations, and additions, in, on or about the Premises (but excluding Tenant's Fixtures) shall be the absolute property of Landlord without payment therefore by Landlord and shall be surrendered to Landlord in good and sanitary order, condition and repair except for ordinary wear and tear, and free of subleases, liens, charges, restrictions or encumbrances. Tenant shall execute any and all deeds, bills of sale, assignments and other documents which, may be necessary or appropriate to transfer or evidence clear title to the Premises and such improvements, alterations, additions and fixtures in or to Landlord. If Tenant retains possession of the Premises or any part thereof after the termination of the Term, unless otherwise agreed in writing, such possession shall be subject to immediate termination by Landlord at any time, and all of the other terms and provisions of this Lease shall be applicable during such holdover period, except that Tenant shall pay Landlord from time to time, upon demand, as Base Rent for the holdover period, an amount equal to one and one-half (1.5) times the Base Rent in effect on the termination date, computed on a monthly basis for each month or part thereof during such holding over. All other payments shall continue under the terms of this Lease. In addition, Tenant shall be liable for all actual (but not consequential) damages incurred by Landlord as a result of such holding over. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend the Term of this Lease except as otherwise expressly provided, and this Section shall not be construed as consent for Tenant to retain possession of the Premises or any part thereof.

Section 14.7 Entire and Binding Agreement. This Lease contains the entire agreement of the parties, and may not be modified other than by their express, written, mutual consent. The terms and conditions, and provisions of this Lease shall inure to the benefit of and shall likewise bind the parties, their agents, successors, assigns, and sub-tenants.

Section 14.8 Survival of Obligations. Any of the Landlord's or Tenant's obligations under the terms of this Lease which have not been fulfilled prior to the termination of this Lease shall survive the termination of this Lease. As the term is used in this Lease, termination of the Lease means either the expiration of the Lease at the end of the Term or the earlier termination of the Lease for any reason.

Section 14.9 Relationship of the Parties. Nothing contained in this Lease shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between the parties, it being understood that neither the provisions of this Lease nor any acts of the parties shall be deemed to create any relationship between the parties other than that of Landlord and Tenant.

Section 14.10 Provisions Severable. If any term or provision of this Lease be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and such term shall be enforced to the fullest extent permitted by law.

Section 14.11 Governing Law; Successors. This Lease shall be governed by the substantive laws of the State in which the Premises is located, without regard to principles of conflicts of law and shall be binding on the successors and assigns of the parties.

Section 14.12 Captions. The captions contained herein are for convenience only, and shall not be deemed part of this lease, or construed as in any manner limiting or amplifying the terms and provisions herein.

Section 14.13 Signs. Subject to Landlord's prior written approval, not to be unreasonably withheld, conditioned or delayed, Tenant may, at its own expense, install such signs, including installing building signage and a monument sign, as it shall deem expedient or necessary for its business purposes to the maximum size permitted by law. Such signs and installation thereof shall conform to all applicable laws and regulations. Landlord hereby approves Tenant's standard signage specifications annexed hereto as Exhibit "B" and made a part hereof. Should Landlord construct any monument or pylon structure on the property, Tenant shall have the right to place sign panels in the highest available space on both sides of Landlord's sign structure.

Section 14.14 Broker. Landlord and Tenant each represent to the other that they have not dealt, directly or indirectly, in connection with the leasing of the Premises, with any broker or person entitled to claim a commission or leasing fees other than CBRE (the "Broker"). Landlord and Tenant each shall indemnify and hold each other harmless from any loss, liability, damage, or expense (including without limitation reasonable attorneys' fees) arising from any claim for a commission or leasing fee arising out of this transaction made by any unidentified broker or other person with whom such party has dealt. Landlord shall pay any commissions due to the Broker pursuant to a separate agreement.

Section 14.15 Quiet Enjoyment. Provided Tenant is not in default beyond the applicable notice and cure period, Tenant shall lawfully and quietly hold, occupy and enjoy the Premises during the Term of this Lease, but subject to matters of record, without hindrance or molestation by Landlord or any person or persons claiming under Landlord.

Section 14.16 Environmental Matters.

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

(b) Indemnification. Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all actual losses, claims, demands, actions, suits, damages, expenses (including, without limitation, remediation, removal, repair, corrective action, or cleanup expenses), and costs (including, without limitation, actual attorneys' fees, consultant fees or expert fees and including, without limitation, removal or management of any asbestos brought into the Property or disturbed in breach of the requirements of this Section), which are brought or recoverable against, or suffered or incurred by Landlord, as a result of any release of Hazardous Materials by Tenant or its agents, employees or contractors. The obligations of Tenant under this Section shall survive any termination of this Lease.

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

(d) Landlord represents and warrants as follows:

(i) To the best of Landlord's knowledge, Landlord has not used, generated, manufactured, produced, stored, released, discharged or disposed of on, under, about the Premises or the Property (or off-site of the Premises or the Property that might affect the Premises) or transferred to or from the Premises or the Property, any Hazardous Substance or allowed any other person or entity to do so. Landlord has no knowledge or reason to know that any Hazardous Substance has been used, generated, manufactured, produced, stored, released, discharged or disposed of on, under or about the Premises or the Property (or off-site of the Premises or the Property that might affect the Premises) or transported to or from the Premises or the Property (or off-site of the Premises or the Property that might affect the Premises) by any entity, firm or person, or from any source whatsoever. To the best of Landlord's knowledge, there are no underground storage tanks on the Property, and no underground storage tanks have been removed from the Property.

(ii) Landlord at Landlord's expense shall, in a manner that complies with all Environmental Laws, remove, transport and dispose of such substances and perform all remediation and cleanup of the Premises and/or the Property necessary to comply with applicable commercial remediation standards to remediate any damage to persons, property or the environment as a result of the presence of Hazardous Substances which were either existing on the Commencement Date or caused by Landlord, its agents, contractors or employees ("Landlord Hazardous Substances").

(iii) Landlord shall protect, indemnify and hold harmless Tenant and its directors, officers, contractors, employees, agents, parents, subsidiaries, successors and assigns from and against any and all loss, damage, cost, expense, or liability (including attorneys' fees and costs) directly or indirectly arising out of or attributable to Landlord's or its agents', contractors', servants', or employees' use, generation, manufacture, production, storage, release, threatened release, discharge, disposal or the presence (through the action or omission of Landlord) of a Landlord Hazardous Substance on, under or about the Premises or the Property. This indemnity shall survive the termination of this Lease. In the event of any governmental or court order concerning Hazardous Substances on the Premises or the Property (not caused by Tenant) that precludes Tenant from reasonable operation of its business on the

Premises, Tenant may cease operating and Rent shall be abated. If such governmental or court order is not resolved within six (6) months, Tenant may terminate this Lease.

Section 14.17 OFAC Certification. Landlord and Tenant certify that: (i) it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, “Specifically Designated National and Blocked Person”, or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and (ii) it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation. Landlord and Tenant hereby agrees to defend, indemnify and hold harmless the other from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney’s fees and costs) arising from or related to any breach of the foregoing certification.

Section 14.18 Prevailing Party Attorney Fees. The prevailing party hereby agrees to reimburse the non-prevailing party within twenty (20) days after demand therefor, for all reasonable attorneys’ fees and disbursements (and all other reasonable costs or expenses of legal proceedings or arbitration) which the prevailing party may incur or pay out by reason of or in connection with any action or proceeding between Landlord and Tenant.

Section 14.19 Right of First Offer. During the Term or any Renewal Terms, Tenant shall have a right of first refusal (“Right of First Refusal”) to lease space located in the Building (the “Additional Space”), provided that: (i) this Lease is in full force and effect and Tenant is open and operating in the Premises, and (ii) Tenant is not in default under the terms and conditions of this Lease beyond any applicable notice and cure period at the time it exercises the Right of First Refusal.

Landlord shall give Tenant notice, in writing (the “Landlord’s Notice”), of a prospective lease for the use and occupancy of the Additional Space. The Landlord’s Notice shall include all terms and conditions of such prospective lease. To exercise this Right of First Refusal, Tenant shall: (i) accept the terms and conditions of the lease as proposed by Landlord by notifying Landlord in writing (“Tenant’s Acceptance Notice”), of Tenant’s acceptance within thirty (30) days after receipt of Landlord’s Notice, and (ii) Tenant and Landlord shall enter into an amendment to this Lease, subjecting the Additional Space to this Lease (at the rent and for the same terms and conditions set forth in the prospective lease mentioned hereinabove) within thirty (30) days after delivery of Tenant’s Acceptance Notice to Landlord. In the event that Tenant affirmatively rejects the Right of First Refusal or fails to timely respond to Landlord’s Notice, time being of the essence, Tenant shall have waived the Right of First Refusal as to the prospective lease of the Additional Space.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day indicated below, each acknowledging receipt of an executed copy hereof.

LANDLORD:

NOSAL PROPERTIES OF CHESHIRE, LLC

Date: April 19, 2016

By: 
Name: Joseph Nosal
Title: Manager

TENANT:

SHRED-IT USA LLC

Date: April 15, 2016

By: 
Name: Vincent DePalma
Title: President

EXHIBIT "A"
FLOOR PLAN

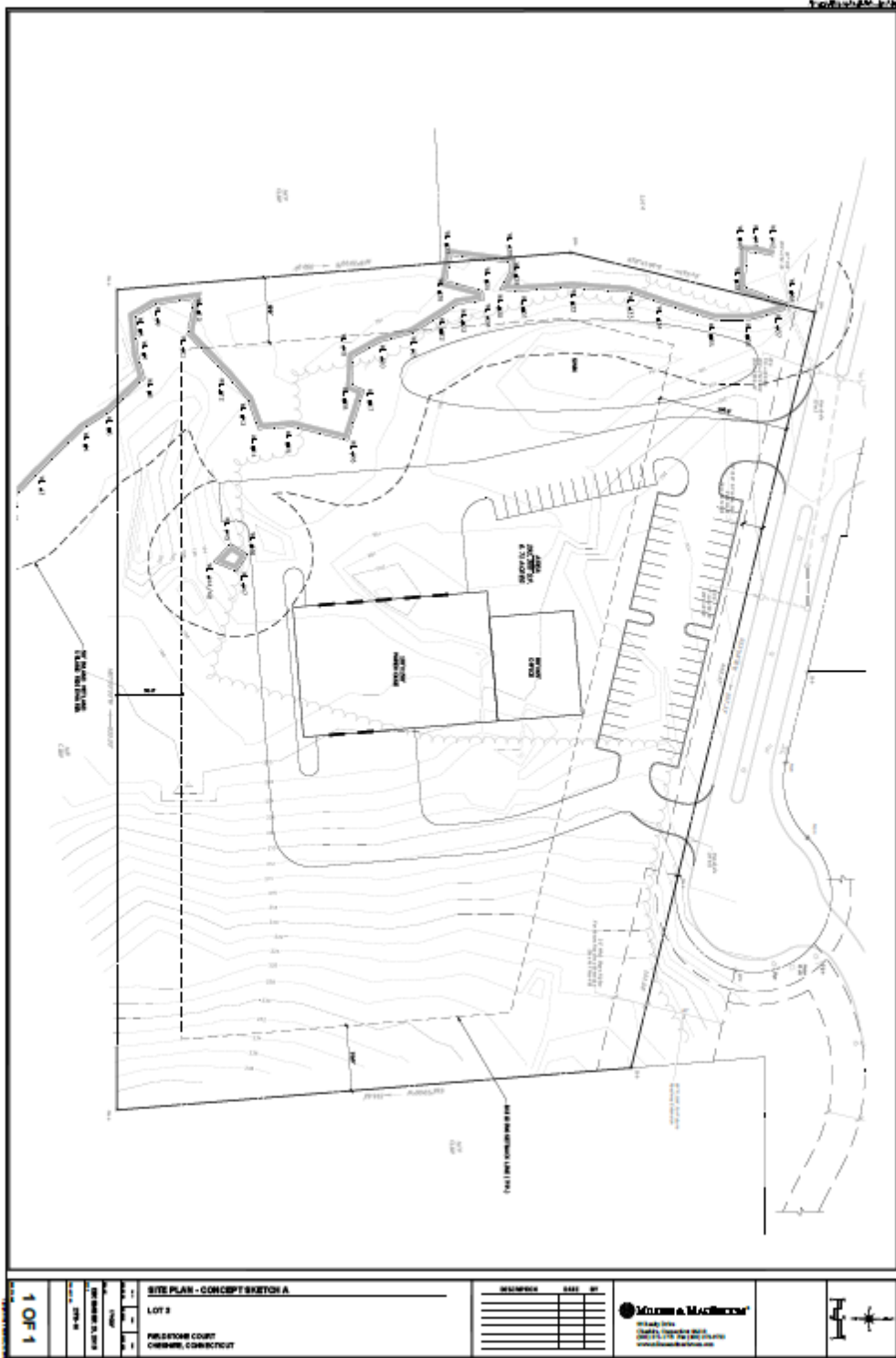


EXHIBIT "B"

APPROVED SIGNAGE



SHRED-IT REAL ESTATE GRAPHICS for LANDLORD APPROVAL

48 - 60"



LOGO DESCRIPTION:
3M 76 LIGHT BLUE REFLECTIVE VINYL GRAPHICS
3M 10 WHITE (SILVER LOOKING) REFLECTIVE VINYL GRAPHICS
WHITE BACKGROUND PLEXIGLASS

REQUEST FOR NON ILLUMINATED SIGNAGE

SCALE: 1" = 1 FOOT
DIMENSIONS for RELATIVE SCALE ONLY

SIGN: SIZE, TYPE and LOCATION to be DETERMINED

Client SHRED-IT	Description NON ILLUMINATED SIGNAGE	Date	Approval	Scale 1" = 1'
Docket	THIS artwork IS THE PROPERTY OF CHROMA STUDIOS AND IS PROTECTED UNDER COPYRIGHT			



EXHIBIT "C"

LANDLORD'S WORK



**General Specifications for Office and Warehouse Build-out
Mobile, AL
1/22/15**

A. GENERAL CONTRACTOR REQUIREMENTS

1. Provide all Architectural and Engineering design services for design/build project to ensure compliance to applicable building codes and ADA requirements.
2. Provide full time job site supervision, job site office and all required site facilities. Contractor to provide and pay for all utilities until Substantial Completion.
3. Secure and include the cost of all permits including site, general building, structural, mechanical, electrical, voice & data, and fire protection.
4. Sales tax to be included.

B. FINISHES

1. Typical office finishes for approximately **2500SF**, with interior ceiling heights to be 9'-9" above finished floor (AFF) or match existing, and a typical wall height of 10' or match existing. "Exhibit A"
 - Provide one (1) primer coat and two (2) finish coats of water based enamel on new and existing walls. Paint colors for wallboard, new and existing, are found in "Exhibit D"
 - Provide industrial grade carpeting for both new and existing office space. Color specified in "Exhibit D".
 - Provide suspended acoustical ceiling tiles (2' x 4') in new open office space to match existing office space. If existing tiles cannot be matched, all tiles must be replaced.
 - *All finish selections are detailed in "Exhibit D"*
2. The door for the General Manager's office to be of wood construction with viewing pane. Provide door stops (floor type) at door locations
3. Include a full-height wall separating office and warehouse. The wall shall be fire-taped only on the Warehouse side. The interior side of the partition shall receive drywall and finish taping to 10' with smoke wall construction (no drywall above 10'). The side of the separation wall that faces the warehouse is to be painted full height. The hollow metal

doors in the separation wall are to have a vision panel with tempered glass, provide fire rated door if required by code.

4. The perimeter walls above the office shall receive batt insulation to allow plenum return for the rooftop units. Office acoustical ceilings will also receive insulation.
5. Restrooms to keep existing flooring, fixtures, and partitions if in good condition per tenant, otherwise they receive VCT tile floors with fiber reinforced polyester (FRP) wainscot (smooth finish) to 4' high at the common wet wall. Apply epoxy-based paint at all restroom walls above the FRP wainscot. Entry vestibule receives ceramic tile.
6. Break Room and Phone/Data room is to receive VCT tile floor with 2-1/2" rubber cove base with preformed corners.
7. The door to the phone closet room is to be fully louvered for adequate air flow.

C. MECHANICAL

1. Office HVAC tonnage should be based on calculated load for the area and type of construction. HVAC is to be provided by gas heat / electric cool rooftop units. **(Sizes to be determined by Landlord/General Contractor – Mechanical Engineer)**. Separate roof top units for a zoned system in the office. Include vestibule heat and restroom exhaust fans.
2. Exhaust fans should be used in all restrooms, break room areas and conference rooms. Restroom exhaust fans are to be electronically linked to light switches. Conference room and break room exhaust fans to be quiet operation.
3. Provide restroom plumbing and fixtures as required by local building codes. Toilets shall be floor supported. Gravity type toilets not permitted. Flush valve or bladder type toilets permitted.

Note: The size of the Restroom and number of fixtures shown on the Office floor plan is an estimate. The number of restroom fixtures, i.e. water closets, urinals, sinks, etc. is to conform to Local Building Codes. The building owner's architect is to determine the appropriate number of restroom fixtures and Restroom size.

4. Provide sink and disposal in break room in addition to countertops, cabinets.
5. Provide water line to refrigerator for ice maker in vending room.
6. The additional fire protection sprinkler system for office addition will be designed, supplied and installed by the General Contractor or a subcontractor to the General Contractor.
7. The fire and security monitoring systems shall **NOT** be provided by the GC. Tenant will contract ADT for both the fire monitors and security system.

D. ELECTRICAL

1. General contractor is to provide the services of an electrician in connecting power from wall outlets to the base feed "power whips" that are provided by the furniture vendor.
2. General Contractor is **not** to include labor and materials for the installation of Tenant workstations (cubicles) except for installation of the electrical whips provided by Tenant.
3. Provide a designated room for telecom. One (1) 4' x 8' piece of plywood shall be mounted to one side of the data room for fire and security system and a structural ground supplied to the bottom of one side of the plywood.
4. Office area electrical devices are as follows:
 - a. Provide and install 2 x 4 lay-in fixtures with prismatic lenses.
 - b. General-purpose receptacles for power and voice/data connections.
 - c. Light switches
 - d. Dimming lights in conference/training rooms
 - e. The Data room is to receive two (2) 120V/20A dedicated circuits with quad receptacles located in the center of the 4x8 plywood.
 - f. Circuits for modular furnished stations.
 - g. New exit/emergency lights.
 - h. Provide electric strike at Entry door. This will be controlled by receptionist with an electrical switch that is to be located at the Receptionist work station.

E. FURNISHINGS

1. Furniture shall be furnished and installed by Tenant.
2. Window blinds and other furnishings are provided by Tenant.
3. General Contractor responsible for supplying and installing accessories for the Restrooms as well as Restroom signs

F. WAREHOUSE

1. Assure adequate sprinkler system coverage per zoning requirements.
2. The warehouse shall receive a roof-mounted exhaust fan to supply two (2) air changes per hour.
3. Provide 2 standard dock doors.
 - a. 9' wide x 10' high sectional doors, with manual lift

- b. Mechanical pit dock leveler size 6' x 8' x 35,000 lb capacity (manufactured by Rite-Hite, or equal)
 - c. Dock shelter with foam side pads and 40 oz vinyl curtain (manufactured by Rite-Hite, or equal)
4. Provide ½" water line per misting detail "exhibit C".
 5. Add bollards in front of electrical panels with 42" clearance
 6. General Contractor to provide concrete pit per pit detail "exhibit B".
 7. Minimum of 1 drive in doors
 - a. 14' wide x 14' high sectional doors, motorized operator with (6) remote control transmitters.
 - b. Provide a concrete ramp with no more than 10 percent grade and 6" curbs on both sides

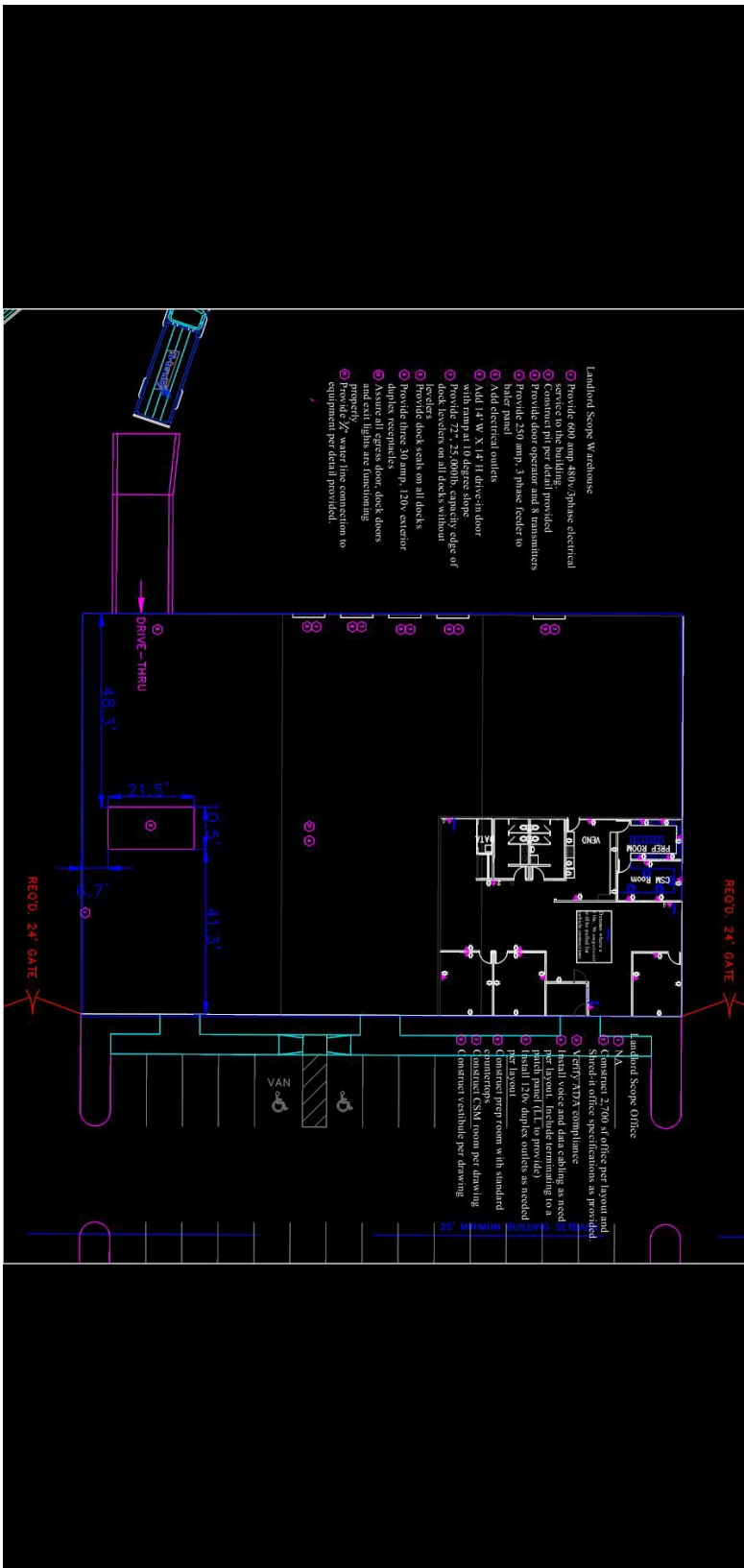
G. PRODUCTION/WAREHOUSE ELECTRICAL

1. Production/Warehouse area electrical scope includes the following:
 - Assure adequate number of emergency lights in the Warehouse area. Provide lighting to maintain 25 foot-candles of illumination at 3' AFF.
 - Provide 1200 amp 480V 3 phase electrical panel
 - Provide 600 amp 480V 3 phase electrical panel
 - Provide 400 amp 480V 3 phase electrical panel
 - Supply 480v, 3 phase, 250 amp feeder to be terminated in baler panel
 - Supply (#) 480v, 3 phase, 400 amp feeder to be terminated in shredder panel(s)
 - Supply 480v, 15 amp outlet for compressor
 - Provide 3 quad 110v, 20 amp GFI circuits in waterproof boxes on the rear exterior of the building to be used for truck block heaters.

EXHIBIT A

Scope of work for General Contractor

See Attached PDF file



Landlord Scope Warehouse

- ⊗ Provide 600 amp, 800 3-phase electrical
- ⊗ Provide 100 amp, 120V electrical
- ⊗ Construct pit per detail provided
- ⊗ Provide door operator and 8 transmitters
- ⊗ Provide 250 amp, 3 phase feeder to
- ⊗ Meter panel
- ⊗ Add electrical outlets
- ⊗ Add 14 amp, 110V electrical door
- ⊗ Provide 72" x 25,000lb capacity edge of
- ⊗ dock levelers on all docks without
- ⊗ Provide dock seals on all docks
- ⊗ Provide three 30 amp, 120V exterior
- ⊗ duplex receptacles
- ⊗ Assure all egress door, dock doors
- ⊗ and exit lights are functioning
- ⊗ Protect 3/4" water line connection to
- ⊗ equipment per detail provided

Landlord Scope Office

- ⊗ Construct 2,700 sq ft office per layout and
- ⊗ provide office specifications as provided
- ⊗ Verify ADA compliance
- ⊗ Install voice and data cabling as needed
- ⊗ per layout. Include terminating in a
- ⊗ patch panel (LL to provide)
- ⊗ Provide 100V duplex outlets as needed
- ⊗ per layout
- ⊗ Construct prep room with standard
- ⊗ counters
- ⊗ Construct CSM room per drawing
- ⊗ Construct vehicle per drawing

EXHIBIT A-1

Layout

See Attached PDF file

EXHIBIT B

Pit Details

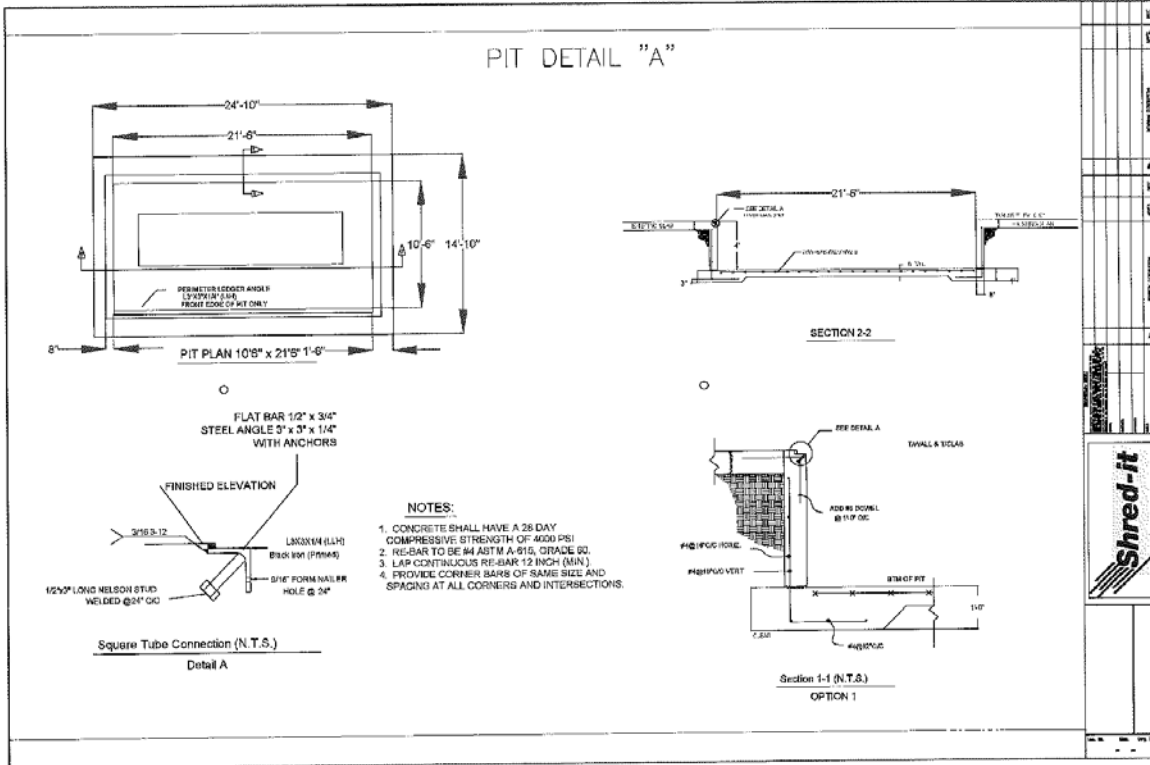


EXHIBIT B - 1

Pit Location

See Attached PDF

EXHIBIT D

List of Finishes

Item	Selection	Color
Rubber Base for Floor	Johnsonite 4 1/8" Gauge Vinyl Cove Base	CB-48 Grey
Paint for Walls	Pittsburgh Paints: Satin Finish "Voice of Color" #511-2 OR Sherwin Williams Satin Finish 7003	White Rock OR SW 7003 Toque White
Paint for Door Frames	Pittsburgh Paints Semi-gloss Alkyd Finish "Voice of Color" 516-6 OR Sherwin Williams Semi-gloss 7068	Clamshell OR SW 7068 Grizzle Grey
Laminates	Formica #7220-58 OR Wilson Art 4902	Tundra Terra (Matte Finish) OR Wilson Art Mercury Glass
Carpet	Patcraft Loft	00765 Rock Paper Scissors
VCT	Konecto Project Tile	21734 Tuscany
Door Stain	DS-1 Olympic Fast Dry Wood Stain #41570	Classic American
Toilet Partitions	Global Partitions #2135	Royal Blue

ATTACHMENT J – Business Information
Attachment 5

Not applicable. Stericycle owns and operates all necessary collection, transfer and disposal operations.

Attachment 6 - Stericycle Inc, Cheshire, CT. Organization Chart

