

Robert A. Simon
Texas Bar No. 18390000
WHITAKER CHALK SWINDLE & SCHWARTZ PLLC
301 Commerce Street, Suite 3500
Fort Worth, Texas 76102
Telephone: (817) 878-0543
Facsimile: (817) 878-0501
rsimon@whitakerchalk.com
Attorneys for Davoil, Inc., d/b/a
Quorum International

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

In re:	§	Chapter 11
	§	
Tuesday Morning Corporation, et al.,¹	§	Case No. 23-90001
	§	
Debtors.	§	Jointly Administered

**DAVOIL, INC., D/B/A QUORUM INTERNATIONAL'S APPLICATION FOR
ALLOWANCE AND PAYMENT OF ADMINISTRATIVE RENT PURSUANT TO
11 U.S.C. §§ 365(D)(3)(A), 503(A) AND 503(B)(1)**

**NO HEARING WILL BE CONDUCTED HEREIN UNLESS A WRITTEN
RESPONSE IS FILED WITH THE CLERK OF THE UNITED STATES
BANKRUPTCY COURT AT 501 W. TENTH STREET, FORT WORTH,
TEXAS 76102 BEFORE CLOSE OF BUSINESS ON APRIL 25, 2023
WHICH IS AT LEAST 21 DAYS FROM THE DATE OF SERVICE
HEREOF.**

**ANY RESPONSE SHALL BE IN WRITING AND FILED WITH THE
CLERK, AND A COPY SHALL BE SERVED UPON COUNSEL FOR THE
MOVING PARTY PRIOR TO THE DATE AND TIME SET FORTH
HEREIN. IF A RESPONSE IS FILED, A HEARING MAY BE HELD
WITH NOTICE ONLY TO THE OBJECTING PARTY. IF NO HEARING
ON SUCH NOTICE OR MOTION IS TIMELY REQUESTED, THE
RELIEF REQUESTED SHALL BE DEEMED TO BE UNOPPOSED, AND
THE COURT MAY ENTER AN ORDER GRANTING THE RELIEF
SOUGHT OR THE NOTICED ACTION MAY BE TAKEN.**

¹ The Debtors in these Chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Tuesday Morning Corporation (8532) ("TM Corp."); TMI Holdings, Inc. (6658) ("TMI Holdings"); Tuesday Morning, Inc. (2994) ("TMI"); Friday Morning, LLC (3440) ("FM LLC"); Days of the Week, Inc. (4231) ("DOTW"); Nights of the Week, Inc. (7141) ("NOTW"); and Tuesday Morning Partners, Ltd. (4232) ("TMP"). The location of the Debtors' service address is 6250 LBJ Freeway, Dallas, TX 75240.

TO THE HONORABLE EDWARD LEE MORRIS,
UNITED STATES BANKRUPTCY JUDGE:

Davoil, Inc., d/b/a Quorum International (“Quorum”), a landlord to the Debtor, administrative claimant, and party in interest in the above-styled and captioned case (this “Case”), files this *Application for Allowance and Payment of Administrative Claim Pursuant to 11 U.S.C. §§365(d)(3)(A), 503(a) and 503(b)(1)* (the “Application”), seeking allowance and payment of an administrative expense claim in the amount of \$118,402.53, which represents one month of post-petition rent and one and a half months of triple net charges incurred by the Debtor, Tuesday Morning Partners, Ltd. (the “Debtor”), as licensee and subtenant under a commercial sublease of approximately 156,000 square feet of distribution space in Fort Worth, Texas. In support, Quorum would respectfully show the Court as follows:

I.

JURISDICTION AND VENUE

1. This Court has jurisdiction to hear this matter pursuant to 28 U.S.C. §§ 1334 and 157. This proceeding is a core proceeding under 28 U.S.C. §§ 157(b)(2)(A) and (B). The statutory predicate for relief is 11 U.S.C. §§ 365(d)(3)(A), 503(a), and 503(b)(1). The Court has full constitutional and statutory authority to enter a final order resolving the matter and granting the requested relief. Venue is proper as the Debtor’s Chapter 11 case is pending in this Court.

II.

SUMMARY OF RELIEF REQUESTED

2. Quorum is a commercial landlord to the Debtor under a sublease and license of 156,205 square feet of distribution space in the Railhead Industrial Park, in north Fort Worth (the Premises”). The monthly base rent for March 2023 is \$104,295.46. The unpaid utility charges for February 15-28, 2023, are \$4,703.69. The estimated utility charges for March 2023 are \$9,407.94. The effective date of lease rejection is March 31, 2023 (the “Rejection Date”).

Quorum is entitled to administrative rent in the amount of \$118,402.53. Quorum has also filed a proof of claim for its lease rejection damages. By this Application, pursuant to 11 U.S.C. §§ 365(d)(3)(A), 503(a), and 503(b)(1), Quorum seeks allowance and payment of administrative rent in the amount of \$118,402.53 for the period before the Petition Date and the Rejection Date.

III.

FACTUAL AND PROCEDURAL BACKGROUND

A. The Lease and Sublease

3. The lease premises is a portion of a multitenant distribution facility in the Railhead Industrial Park in north Fort Worth. The original lease (the “Original Lease”) between Sun Life Assurance of Canada, as Landlord, and Quorum, as Tenant, was executed on June 25, 1998. A true and correct copy of the Original Lease is attached hereto, incorporated herein by this reference, and marked as **Exhibit “A.”** The Original Lease has been amended several times. The current iteration of the lease (the “Seventh Amended Lease”) was executed on November 30, 2020. A true and correct copy of the Seventh Amended Lease is attached hereto, incorporated herein by this reference, and marked as **Exhibit “B.”**

4. The Debtor sought to sublease the leased premises from Quorum for use as distribution space in its business. Pursuant to a Consent to License, effectively a sublease (the “Sublease”) dated December 17, 2021, the Debtor subleased 156,205 square feet of distribution space from Quorum. A true and correct copy of the Sublease is attached hereto, incorporated herein by this reference, and marked as **Exhibit “C.”** Quorum’s landlord consented to the Sublease, though Quorum remains liable to the landlord all rent due under the Seventh Amended Lease. Pursuant to the Sublease, the Debtor agreed to pay Quorum the rent reserved under the Sublease, including the Base Rent, and Triple Net Charges. The Debtor failed to pay the utility charges due for February 2023, the Base Rent for March 2023 and the utility charges for March

2023. The Base Rent is \$104,295.46 per month. The pro-rated post-petition portion of the February utility charges is \$4,703.69. Quorum estimates the March utility charges to be \$9,407.94. The total amount due for the post-petition and pre-rejection period is \$118,402.53.

B. The Debtors' Bankruptcy Case

5. On February 14, 2022 (the "Petition Date"), the Debtor, along with several affiliated debtors, filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division (the "Bankruptcy Court"). The several Chapter 11 cases are jointly administered under the name and case number of the lead case, Tuesday Morning Corporation, Case No. 23-90001.

6. The Debtor, and its co-debtors, retain possession and management of their assets and financial affairs as debtors-in-possession, pursuant to 11 U.S.C. §§ 1107 and 1108.

7. On March 16, 2023, the Debtor filed its Second Omnibus Motion to Reject Unexpired Leases [Docket No. 503] ("Motion to Reject") which included the Sublease from Quorum among the many unexpired leases to be rejected. Pursuant to Motion to Reject, March 31, 2023, was the Rejection Date. Quorum did not oppose the Motion to Reject. Accordingly, the Sublease was rejected as of the Rejection Date.

IV.

ARGUMENT

8. Pursuant to 11 U.S.C. § 365(d)(3)(A), the Debtor is required "to timely perform all of the obligations ... arising from and after the order for relief under any unexpired lease of non-residential real property, until such lease is assumed or rejected, notwithstanding Section 503(b)(1) of this title."² The obligation to pay Base Rent and utilities under the Sublease arose

² This means that the landlord need not file a motion, nor prove any benefit to the estate from the existence of the
Application for Allowance and Payment of Administrative Claim
Pursuant to 11 U.S.C. §§365(d)(3)(A), 503(a) and 503(b)(1)
DM#627103 / 25279.038

on the Petition Date and continued until the lease rejection on March 31, 2023. During that period, the Debtor incurred an administrative rent obligation to Quorum in the amount of the unpaid Base Rent for March 2023, and the unpaid utility charges for the second half of February and all of March 2023. Quorum is entitled to allowance and immediate payment of administrative rent under the Sublease in the amount of \$118,402.53. *Valley Media*, 290 B.R. at 77. As Judge Walsh noted, “timely performance” means what it says. Section 365(d)(3)(A) indicates that Quorum is entitled to full payment now and need not wait for plan confirmation. *Id.*

V.

REQUESTED RELIEF

WHEREFORE, PREMISES CONSIDERED, Quorum requests that the Court enter an Order allowing its administrative rent claim in the amount of \$118,402.53 and directing the Debtor to pay it in full within fourteen (14) days of the entry of the Order. Quorum further requests such other and further relief as may deem just and proper.

April 4, 2023

Respectfully submitted,

/s/ Robert A. Simon

Robert A. Simon

Texas State Bar No. 18390000

WHITAKER CHALK SWINDLE & SCHWARTZ PLLC

301 Commerce Street, Suite 3500

Fort Worth, Texas 76102

Telephone: (817) 878-0570

Facsimile: (817) 878-0501

rsimon@whitakerchalk.com

**COUNSEL FOR DAVOIL, INC., d/b/a
QUORUM INTERNATIONAL**

lease. The fact that the unexpired lease exists and remains in effect until rejection is sufficient to require full and timely payment. *In re Valley Media, Inc.*, 290 B.R. 73, 76-77 (Bankr. D.Del. 2003). Since the Debtor has not paid the administrative rent, Quorum has been compelled to file this application in accordance with Section 503(b)(1).

Application for Allowance and Payment of Administrative Claim

Pursuant to 11 U.S.C. §§365(d)(3)(A), 503(a) and 503(b)(1)

DM#627103 / 25279.038

CERTIFICATE OF SERVICE

I hereby certify that on April 4, 2023, I served a true and correct copy of the foregoing Application for Allowance and Payment of Administrative Rent upon all parties receiving electronic notice through the Court's ECF filing system. Additionally, I certify that I served a copy by email upon Debtor's counsel at the email addresses show below:

Deborah Perry at dperry@munsch.com
Kevin Lippman at klippman@munsch.com
Julian Vasek at jvasek@munsch.com

/s/ Robert A. Simon

Robert A. Simon

WAREHOUSE LEASE AGREEMENT
(Multi-Tenant)

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

THIS LEASE AGREEMENT, made and entered into by and between the Landlord and Tenant hereinafter named.

WITNESSETH:

1. DEFINITIONS AND BASIC PROVISIONS. The following definitions and basic provisions shall be used in conjunction with and limited by the reference thereto in the provisions of this lease:

(a) "Landlord": RAILHEAD FORT WORTH NO. 1, LTD., a Texas limited partnership.

(b) "Tenant": DAVOIL, INC., a Texas corporation, d/b/a Quorum International

(c) "Building": That certain building and related improvements which are located on the real property described on Exhibit "A" attached hereto and made a part hereof. The total rentable area of the Building is 305,255 square feet.

(d) "Premises": That portion of the Building which is cross-hatched, or outlined in red, on Exhibit "A-1" attached hereto and made a part hereof. The Premises consists of 78,269 square feet of rentable area (all rentable area being determined by measuring from the outer surfaces of exterior wall and from the centerline of demising wall.

(e) "Project": The development, industrial park or other land area, whether or not owned by Landlord, in which the Building is located and required to share in various costs or expenses or as to which there are revised access, parking or other use agreements which affect the building.

(f) "Lease Term": A period of twenty-four months, commencing on August 1, 1998 (the "Commencement Date") and ending on July 31, 2000, subject to adjustment as herein provided.

(g) "Common Areas": All landscaped areas, parking areas, service roads, loading facilities, sidewalks and other improvements and facilities in the Building and Project, if any,

which are designated by Landlord, or other owners in the Project, from time to time for the common use and enjoyment of more than one tenant in the Building or Project.

(h) "Environmental Law": Any federal, state, or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under, or about the Premises, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA") as amended, 42 U.S.C. § 9601 et seq. ("RCRA"), the Texas Water Code ("TWC"), the Texas Solid Waste Disposal Act, Texas Health & Safety Code ("THSC") § 361.001 et seq., and regulations, rules, guidelines, or standards promulgated pursuant to such laws, as such statutes, regulations, rules, guidelines, and standards are amended from time to time.

(i) "Hazardous Substance": Hazardous Substance is any substance, product, waste, or other material which is or becomes listed, regulated, or addressed as being a toxic, hazardous, polluting, or similarly harmful substance under any Environmental Law, including without limitation: (i) any substance included within the definition of "hazardous waste" pursuant to Section 1004 of RCRA; (ii) any substance included within the definition of "hazardous substance" pursuant to Section 101 of CERCLA; (iii) any substance included within (1) the definition of "regulated substance" pursuant to Section 26.342(9) of TWC or (2) the definition of "hazardous substance" pursuant to Section 361.003(13) of THSC; (iv) asbestos; (v) polychlorinated biphenyls; (vi) petroleum products; and (vii) underground storage tanks, whether empty, filled or partially filled with any substance.

(j) "Basic Rent": \$22,176.22 per month.

(k) "Security Deposit": \$50,000.00.

(l) "Permitted Use": General office use and for receiving, storing, assembling, shipping and selling (other than retail) products, materials and merchandise made and/or distributed by Tenant.

(m) "Tenant's Prorata Share": 25.64%.

2. LEASE GRANT. Landlord, in consideration of the rent to be paid and the other covenants and agreements to be performed by Tenant and upon the terms and conditions hereinafter stated, does hereby lease, demise and let unto Tenant the Premises commencing on the Commencement Date as defined in paragraph 1(f) hereof, or as adjusted as hereinafter provided) and ending on the last day of the Lease Term, unless sooner terminated as herein provided. If this lease is executed before the Premises are available and ready for occupancy, and Landlord cannot deliver possession on the Commencement Date, then Landlord shall not be deemed to be in default

hereunder, and Tenant agrees to accept possession of the Premises at such time as Landlord is able to tender the same and the commencement date and expiration date shall be extended as set forth on Exhibit "B". Landlord hereby waives payment of rent covering any period prior to the tendering of possession of the Premises to Tenant hereunder. Likewise, should Tenant occupy the Premises prior to the Commencement Date, other than for the purposes of installing Tenant's racking systems, the Commencement Date shall be altered to coincide with said occupancy with the ending date of the lease remaining unchanged. By occupying the Premises, other than for the purposes of installing Tenant's racking systems, Tenant shall be deemed to have accepted the same as suitable for the purposes herein intended and to have acknowledged that the same comply fully with Landlord's covenants and obligations. After the Commencement Date of this lease, Tenant shall, upon request from Landlord, execute and deliver to Landlord a letter of acceptance of delivery of the Premises, which letter shall also state the Commencement Date.

3. RENT. In consideration of this lease, Tenant promises and agrees to pay Landlord the Basic Rent without deduction or set off, for each month of the entire Lease Term. One such monthly installment together with the Security Deposit hereof shall be payable by Tenant to Landlord contemporaneously with the execution hereof, and a like monthly installment shall be due and payable without demand on or before the first day of each succeeding calendar month during the term hereof. Basic Rent for any fractional month at the beginning or end of the Lease Term shall be prorated. The Security Deposit shall be held by Landlord in a segregated, interest-bearing bank account (the "Security Escrow Account") as security for the performance by Tenant of Tenant's covenants and obligations under this lease, it being expressly understood that such deposit shall not be considered an advance payment of rental (except for the final two months of the Lease Term) or a measure of Landlord's damages in case of default by Tenant. Upon the occurrence of any event of default by Tenant, Landlord may, from time to time, without prejudice to any other remedy, use such funds from the Security Escrow Account to the extent necessary to make good any arrearages of rent and any other damage, injury, expense or liability caused to Landlord by such event of default. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not then in default hereunder, the funds in the Security Escrow Account will be applied to pay the Basic Rent for the last two (2) months of the Lease Term and any remaining balance shall be returned by Landlord to Tenant upon termination of this lease. If Landlord transfers its interest in the Premises during the Lease Term, Landlord shall assign the Security Escrow Account to the transferee and thereafter shall have no further liability for the return of same. The interest earned on the Security Escrow Account shall be reported under Tenant's Federal Tax I.D. number which is 7515131420.

4. ADDITIONAL RENT.

(a) Tenant agrees to pay within ten (10) days after receipt of an invoice for same, as Additional Rent, Tenant's Prorata Share of all taxes, assessments, including all assessments made pursuant to restrictions and covenants applicable to the Building, and governmental charges of any kind and nature whatsoever (hereinafter collectively referred to as "taxes") lawfully levied or assessed against the Building and real property described on Exhibit "A". Landlord shall pay all taxes prior to the date any such taxes become delinquent. If at any time during the Lease Term, the present method of taxation shall be changed so that in lieu of the whole or any part of any taxes, assessments or governmental charges levied, assessed or imposed on real estate and the improvements thereon, there shall be levied, assessed or imposed on Landlord a capital levy or other tax directly on the rents received therefrom and/or a franchise tax assessment, levy or charge measured by or based, in whole or in part, upon such rents for the present or any future Building and real property described on Exhibit "A", then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be deemed to be included within the term "taxes" for the purposes hereof.

(b) Landlord shall have the exclusive right to dispute and contest any taxes by appropriate proceedings. Tenant waives any statutory right to receive notices of assessed valuations as well as any rights to dispute and contest same. Tenant shall receive a credit in the amount of Tenant's Prorata Share of any net tax refunds (meaning after Landlord has recouped its expenses of disputing and contesting such taxes) received by Landlord.

(c) Tenant agrees to pay to Landlord, within ten (10) days after receipt of an invoice for same Tenant's Pro Rata Share of the insurance obtained by Landlord as promised in this Lease.

(d) Any payment to be made pursuant to this lease with respect to any of the foregoing items of Additional Rent with respect to the year in which this lease commences or terminates shall be prorated.

(e) Tenant agrees to pay to Landlord, within ten (10) days after receipt of an invoice for same, as Additional Rent, Tenant's Pro Rata Share of all expenses of operation, maintenance and repair of the Building, including the Common Areas and expenses billed to Landlord by Railhead Association for Project maintenance which includes entry features, the entry fountain, Project detention ponds and railroad lead tract (the "Operating Expenses"), in a manner deemed reasonable and appropriate and for the best interest of the occupants.

5. **LEASEHOLD IMPROVEMENTS.** Landlord agrees to construct on the premises those improvements which are generally described on Exhibit "B" attached hereto and made a part hereof. The cost of such construction shall be allocated between Landlord and Tenant in the manner set forth on Exhibit "B". Immediately after the execution hereof Landlord and Tenant will cooperate with one another to prepare final plans and specifications for the construction of such improvements. Such final plans and specifications, when approved in writing by Landlord and Tenant, shall be attached to this lease as Exhibit "B-1" and shall become a part hereof. No failure or refusal on the part of Tenant to approve final plans and specifications within a reasonable time after the execution hereof shall render this lease void or voidable nor shall it delay the Commencement Date set forth in Paragraph 1(d) hereof. No delay caused by Tenant during the construction of such improvements shall delay the Commencement Date of this lease from what it would have been had such delay not occurred.

6. **UTILITIES.** Landlord agrees to provide water, electricity, and telephone service connections to the Premises; but Tenant shall pay for all water, gas, heat, light, power, telephone, sewer, sprinkler charges and other utilities and services used on or from the Premises, together with any taxes, penalties, surcharges or the like pertaining thereto and any maintenance charges for utilities and shall furnish all replacement electric light bulbs and tubes. Landlord shall in no event be liable for any interruption or failure of utility services on the Premises unless such failure is due to Landlord's gross negligence or willful misconduct.

7. **USE.**

(a) Tenant shall use the Premises only for the Permitted Use. Tenant will not occupy or use the Premises, or permit any portion of the Premises to be occupied or used, for any business or purpose other than the Permitted Use or for any use or purpose which is unlawful in part or in whole or deemed to be disreputable in any manner or extrahazardous on account of fire, nor permit anything to be done which will in any way increase the rate of fire insurance on the Building or contents; and in event that, by reason of acts of Tenant, there shall be any increase in rate of insurance on the Building or contents created by Tenant's acts or conduct of business then such acts of Tenant shall be deemed to be an event of default hereunder and Tenant hereby agrees to pay to Landlord the amount of such increase on demand and acceptance of such payment shall not constitute a waiver of any of Landlord's other rights provided herein. Tenant will conduct its business and control its agents, employees and invitees in such a manner as not to create any nuisance, nor interfere with, annoy or disturb other tenants or Landlord in management of the project of which the Premises form a part. Tenant will maintain the Premises in a clean, healthful and safe condition and will comply with all laws, ordinances, order, rules and regulations (state, federal, municipal and other agencies or bodies having any jurisdiction thereof) with reference to use, condition or occupancy of premises. Tenant will not, without the prior

written consent of Landlord, paint, install lighting or decoration, or install any signs, window or door lettering or advertising media of any type on or about the Premises or any part thereof. Should Landlord agree in writing to any of the foregoing items in the preceding sentence, Tenant will maintain such permitted item in good condition and repair at all times. Outside storage, including but not limited to trucks or other vehicles, is prohibited without Landlord's prior written consent.

(b) Tenant shall not permit the transport or storage of any Hazardous Substance to, on or from the Premises except in strict compliance with Environmental Law and shall promptly report to Landlord any spill or other discharge of any Hazardous Substance which occurs on the Premises. Tenant shall, promptly, following the occurrence of any such spill or discharge, commence all such containment and remediation activities as may be necessary to comply with Environmental Law. Tenant shall continue such remediation activities until the Premises have been restored to the condition in which they existed on the commencement date.

8. REPAIRS AND MAINTENANCE.

(a) Tenant shall:

(i) at its own cost and expense keep and maintain all parts of the Premises in good condition, promptly making all necessary repairs and replacements, ordinary and extraordinary, including but not limited to, windows, glass and plate glass, door, and any special office entry, walls and finish work, floors and floor covering, heating and air conditioning systems, truck doors, dock bumpers, plumbing work which serves only the Premises and fixtures, pest extermination, lighting, regular removal of trash and debris, and the whole of the Premises in a clean and sanitary condition, and if Tenant elects to use such spur track, maintaining any spur track serving the Premises (Tenant agrees to sign a joint maintenance agreement with railroad company servicing the Premises, if requested by the railroad company). Tenant shall at its own cost and expense repaint exterior overhead doors, canopies, entries, handrails, gutters and other exposed parts of the improvements which reasonably require periodic repainting to prevent deterioration or to maintain aesthetic standards.

(ii) at its own cost and expense, enter into a regularly scheduled preventive maintenance/service contract with a maintenance contractor for servicing all hot water, heating and air conditioning systems and equipment within or serving the Premises. The maintenance contractor and the contract must be approved by

Landlord. The service contract must include all services suggested by the equipment manufacturer within the operation/maintenance manual and must become effective (and a copy thereof delivered to Landlord) within thirty (30) days of the date Tenant takes possession of the Premises.

(iii) If Tenant should fail to perform any of its obligations hereunder with respect to repairs and maintenance, and such failure shall continue after the expiration of written notice and the cure period provided for in Section 18(b) of this Lease, then Landlord may, if it so elects, in addition to any other remedies provided herein, effect such repairs and maintenance. Any sums expended by Landlord in effecting such repairs and maintenance shall be deemed to be so much additional rental owing by Tenant to Landlord and shall be due and payable, on demand, together with interest thereon at the rate of eighteen percent (18%) per annum from the date of each such expenditure by Landlord to the date of repayment by Tenant.

(b) Landlord shall, with respect to the Building, and as a part of Operating Expenses, maintain only the roof, foundation, underground or otherwise concealed plumbing, the structural soundness of the exterior walls (excluding all windows, window glass, plate glass, and all doors), and the Building Common Areas in good repair and condition, except for reasonable wear and tear. Landlord shall be responsible for termite eradication. Tenant shall give immediate written notice to Landlord of the need for repairs or corrections and Landlord shall proceed with reasonable diligence to make such repairs or corrections. Landlord's liability hereunder shall be limited to the reasonable and necessary cost of such repairs or corrections.

9. ALTERATIONS AND IMPROVEMENTS. At the end or other termination of this lease, Tenant shall deliver up the Premises with all improvements located thereon (except as otherwise herein provided) in good repair and condition, reasonable wear and tear excepted, and shall deliver to Landlord all keys to the Premises. The cost and expense of any repairs necessary to restore the condition of the leased Premises to said condition in which they are to be delivered to Landlord shall be borne by Tenant. Tenant will not make or allow to be made any alterations or physical additions in or to the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld as to non-structural alterations. All alterations, additions or improvements (whether temporary or permanent in character) made in or upon the Premises, either by Landlord or Tenant, shall be Landlord's property on termination of this lease and shall remain on the Premises without compensation to Tenant. All furniture, movable trade fixtures and equipment installed by Tenant may be removed by Tenant at the termination of this lease if Tenant so elects, and shall be so removed if required by Landlord, or if not so removed shall, at the option of Landlord, become the property of Landlord. All such installations, removals and restoration shall be accomplished in a good workmanlike manner so as not to damage the Premises or the primary

structure or structural qualities of any building improvements or the plumbing, electrical lines or other utilities.

10. **ASSIGNMENT AND SUBLETTING.** Tenant shall not have the right to assign this lease or to sublet the whole or any part of the Premises without the prior written consent of Landlord which consent shall not be unreasonably withheld. Notwithstanding any permitted assignment or subletting, Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under the terms, provisions and covenants of this lease. Upon the occurrence of an "event of default" as hereinafter defined, if the Premises or any part thereof are then assigned or sublet Landlord, in addition to any other remedies herein provided, or provided by law, may at its option collect directly from such assignee or subtenant all rents becoming due to Tenant under such assignment or sublease and apply such rent against any sums due to Landlord from Tenant hereunder, and no such collection shall be construed to constitute a novation or a release of Tenant from the further performance of Tenant's obligations hereunder. In the event of the transfer and assignment by Landlord of its interest in this lease and the Building containing the Premises, Landlord shall thereby be released from any further obligations hereunder, and Tenant agrees to look solely to such successor in interest of the Landlord for performance of such obligations. Tenant shall not mortgage, pledge or otherwise encumber its interest in this lease or in the Premises.

11. **LIABILITY.** Landlord shall not be liable to Tenant or Tenant's employees, agents, patrons or visitors, or to any other person whomsoever, for any injury to person or damage to property on or about the Premises, resulting from and/or caused in part or whole by the negligence or misconduct of Tenant, its agents, servants or employees, or of any other person entering upon the Premises, or caused by the Buildings and improvements becoming out of repair, or caused by leakage of gas, oil, water or steam or by electricity emanating from the Premises, or due to any cause whatsoever, and Tenant hereby covenants and agrees that it will at all times indemnify and hold safe and harmless the Premises, the Landlord, Landlord's agents and employees from any loss, liability, claims, suits, costs, expenses, including without limitation attorney's fees and damages, both real and alleged, arising out of any such damage or injury, except injury to persons or damage to property the sole cause of which is the negligence of Landlord. Tenant shall procure and maintain throughout the term of this lease a policy or policies of insurance, at its sole cost and expense, insuring both Landlord and Tenant against all claims, demands or actions arising out of or in connection with: (i) the Premises; (ii) the condition of the Premises; (iii) Tenant's operations in and maintenance and use of the Premises; and (iv) Tenant's liability assumed under this lease, the limits of such policy or policies to be in the amount of not less than \$2,000,000.00 per occurrence in respect of injury to persons (including death), and in the amount of not less than \$1,000,000.00 per occurrence in respect of property damage or destruction, including loss of use thereof. All such policies shall be procured by Tenant from responsible insurance companies satisfactory to Landlord. Certified copies of such policies, together with receipt evidencing payment of premiums therefor, shall be delivered to

Landlord prior to the Commencement Date of this lease. Not less than fifteen (15) days prior to the expiration date of any such policies, certified copies of the renewals thereof (bearing notations evidencing the payment of renewal premiums) shall be delivered to Landlord. Such policies shall further provide that not less than ten (10) days written notice shall be given to Landlord before such policy may be canceled or changed to reduce insurance provided thereby.

12. **MORTGAGES.** Tenant accepts this lease subject to any deeds of trust, security interests or mortgages which might now or hereafter constitute a lien upon the Premises and to zoning ordinances and other building and fire ordinances and governmental regulations relating to the use of the Premises. Tenant shall at any time hereafter, on demand, execute any instruments, releases or other documents that may be required by any mortgagee for the purpose of subjecting and subordinating this lease to the lien of any such deed of trust, security interest or mortgage. With respect to any deed of trust, security interest or mortgage hereafter constituting a lien on the Premises Landlord, at its sole option, shall have the right to waive the applicability of this paragraph 12 so that this lease will not be subject and subordinate to any such deed of trust, security interest or mortgage. Tenant shall upon request by Landlord, execute and deliver from time to time, one or more instruments certifying that this lease is in full force and unmodified (or if modified stating the date and nature of each modification), the date through which rent has been paid, the unexpired term of this lease, and such other matters pertaining to this lease as may be requested by Landlord.

13. **INSPECTION.** Landlord and Landlord's agents and representatives shall have the right to enter upon and inspect the Premises at any reasonable time during business hours, for the purpose of ascertaining the condition of the Premises or in order to make such repairs as may be permitted to be made by Landlord and Landlord's agents and representatives shall have the right to enter upon the Premises at any reasonable time during business hours for the purpose of showing the Premises and during the final ninety (90) days of the Lease Term shall have the right to erect on the Premises a suitable sign indicating the Premises are available for lease or for sale. Landlord shall notify Tenant of its intent to conduct such inspection or showings and, for security purposes, permit a representative of Tenant to accompany Landlord during same.

14. **CONDEMNATION.** If the whole or any substantial part of the Premises 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 and the taking would prevent or materially interfere with the use of the Premises for the purposes contemplated by the Permitted Use, this lease shall terminate and the rent shall be abated during the unexpired portion of this lease, effective when the physical taking of said Premises shall occur.

If part of the Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or by right of eminent domain, or by private purchase in lieu thereof, and this lease is not terminated as provided in the subparagraph above, this lease shall not terminate

but the rent payable hereunder during the unexpired portion of this lease shall be reduced to such extent as may be fair and reasonable under all of the circumstances.

In the event of any such taking or private purchase in lieu thereof, Landlord and Tenant shall each be entitled to receive and retain such separate awards and/or portion of lump sum awards as may be allocated to their respective interests in any condemnation proceedings.

15. **INSURANCE, FIRE OR OTHER CASUALTY.** Landlord agrees to maintain fire and extended coverage insurance covering the improvements on the premises in an amount not less than 80% of the "replacement cost" thereof as such term is defined in the Replacement Cost Endorsement to be attached thereto, insuring against the perils of fire, lightning, vandalism, malicious mischief and loss of rental, extended by Special Extended Coverage Endorsement to insure against all other risks of direct physical loss, such coverages and endorsements to be as defined, provided and limited in the standard bureau forms prescribed by the insurance regulatory authority for the state in which the Premises are situated for use by insurance companies admitted in such state for the writing of such insurance on risks located within such state. Subject to the provisions of this paragraph, such insurance shall be for the sole benefit of Landlord and under its sole control. Landlord shall also maintain commercial general liability insurance, with policy limited acceptable to Landlord, with respect to Landlord's activities and operations at the Building.

In the event that the Premises should be damaged or destroyed by fire, tornado or other casualty to such an extent that rebuilding or repairs cannot be completed within ninety (90) days after the date on which such repairs commence, then Landlord may at its option terminate this lease, in which event the rent shall be abated during the unexpired portion of this lease effective with the date of such damage. In the event the Premises should be damaged by fire, tornado or other casualty covered by Landlord's insurance, but only to such extent that rebuilding or repairs can be completed within ninety (90) days after the date of such damage, or if the damage should be more serious but Landlord does not elect to terminate this lease, in either such event Landlord shall rebuild or repair the Premises and shall proceed with reasonable diligence to restore the Premises to substantially the same condition in which they were immediately prior to the happening of the casualty, except that Landlord shall not be required to rebuild, repair or replace any part of the furniture, equipment, fixtures and other improvements which may have been placed by Tenant or other tenants within the Building or the Premises. In the event that the Premises are totally untenable, Landlord shall abate the rent during the time the Premises are unfit for occupancy. If the Premises are not totally untenable, Landlord shall allow Tenant a fair diminution of rent during the time the Premises are partially unfit for occupancy.

Notwithstanding anything herein to the contrary, in the event the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises or any improvements located thereon requires that the insurance proceeds be applied to such indebtedness, then Landlord shall have the

right to terminate this lease by delivering written notice of termination to Tenant within fifteen (15) days after such requirement is made by any such holder, whereupon all rights and obligations hereunder shall cease and terminate.

16. **HOLDING OVER.** Should Tenant, or any of its successors in interest, hold over the Premises, or any part thereof, after the expiration of the term of this lease, unless otherwise agreed in writing, such holding over shall constitute and be construed as tenancy from month to month only, at a rental equal to the rent payable for the last month of the term of this lease plus twenty percent (20%) of such amount. The holding over by Tenant for any part of a month shall entitle Landlord to collect the rent called for under this paragraph 16 for the entirety of such month. The inclusion of this paragraph 16 shall not be construed as Landlord's consent for the Tenant to hold over. Notwithstanding the foregoing, in the event that, at the end of the Lease Term, a building is being constructed in the Railhead Project for occupancy by Tenant, then, to the extent such building is not complete, Tenant shall be permitted to hold over in the Premises for up to six (6) months pending the completion of such building and such holding over shall be on all the same terms and conditions set forth in this Lease including Basic Rent.

17. **TAXES ON TENANT'S PROPERTY.** Tenant shall be liable for all taxes levied or assessed against personal property, furniture or fixtures placed by Tenant in the Premises. If any such taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property, furniture or fixtures placed by Tenant in the Premises, and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.

18. **EVENTS OF DEFAULT.** The following events shall be deemed to be events of default by Tenant under this lease:

(a) Tenant shall fail to pay any of the rent or additional rent hereby reserved and such failure shall continue for a period of five (5) days after the date such payment was due.

(b) Tenant shall fail to comply with any term, provision or covenant of this lease, other than the payment of rent (i.e., a non-monetary breach), and shall not cure such non-monetary breach within twenty (20) days after written notice thereof to Tenant.

(c) Tenant shall make an assignment for the benefit of creditors.

(d) Tenant shall file a petition under any section or chapter of the National Bankruptcy Code, as amended, or under any similar law or statute of the United States or any State thereof; or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against

Tenant thereunder and such adjudication shall not be vacated or set aside within thirty (30) days.

(e) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant and such receivership shall not be terminated or stayed within thirty (30) days.

(f) Tenant shall desert or vacate any substantial portion of the Premises for a period of five (5) or more days.

19. REMEDIES. Upon the occurrence of any event of default specified in paragraph 18 hereof, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(a) Terminate this lease in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession and expel or remove Tenant and any other person who may be occupying said Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages thereof; and Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise, including the loss of rental for the remainder of the Lease Term.

(b) Enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefor, and if Landlord so elects, relet the Premises on such terms as Landlord shall deem advisable and receive the rent thereof; and Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting for the remainder of the Lease Term.

(c) Enter upon the Premises by legal means, without being liable for prosecution or any claim for damages therefor, and do whatever Tenant is obligated to do under the terms of this lease; and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant from such action.

In the event Tenant fails to pay any rent or additional rent hereunder as and when such is due, to help defray the additional cost to Landlord for processing such late payments, Tenant shall pay to Landlord on demand a late charge in an amount equal to five percent (5%) of such rent or

additional rent, and the failure to pay such late charge, within ten (10) days after demand therefore, shall be an event of default hereunder. The provision for such late charge shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

No re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this lease, unless a written notice of such intention be given to Tenant. Notwithstanding any such reletting or re-entry or taking possession, Landlord may at any time thereafter elect to terminate this lease for a previous default. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. Landlord's acceptance of rent following an event of default hereunder shall not be construed as Landlord's waiver of such event of default. No waiver by Landlord of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of any other violation or default. The loss or damage that Landlord may suffer by reason of termination of this lease or the deficiency from any reletting as provided for above shall include the expense of repossession and any repairs or remodeling undertaken by Landlord following possession. Should Landlord at any time terminate this lease for any default, in addition to any other remedy Landlord may have, Landlord may recover from Tenant all damages Landlord may incur by reason of such default, including the cost of recovering the Premises and the loss of rental for the remainder of the Lease Term.

20. SURRENDER OF PREMISES. No act or thing done by the Landlord or its agents during the term hereby granted shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless the same be made in writing and subscribed by the Landlord.

21. ATTORNEYS' FEES. If on account of any breach or default by either party of its obligations under this lease and as a result the other party brings any action under this lease or to enforce or defend any of such rights hereunder and prevails in such, then the defaulting party agrees in each and any such case to pay to the prevailing party a reasonable attorneys' fee.

22. INTENTIONALLY DELETED.

23. MECHANIC'S LIEN. Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind,

the interest of Landlord in the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall attach to, if at all, only the leasehold interest granted to Tenant by this instrument. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises on which any lien is or can be validly and legally asserted against its leasehold interest in the Premises or the improvements thereon and that it will save and hold Landlord harmless from any and all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the right, title and interest of the Landlord in the Premises or under the terms of this lease.

24. WAIVER OF SUBROGATION. Anything in this lease to the contrary notwithstanding, the parties hereto waive any and all rights of recovery, claim, action or cause of action, against each other, their agents, officers, and employees, for any loss or damage that may occur to the Premises hereby demised, or any improvements thereto, the Building or any improvements thereto, by reason of fire, the elements, or any other cause which could be insured against under the terms of standard fire and extended coverage insurance policies, regardless of cause or origin, including negligence of the parties hereto, their agents, officers, and employees.

25. SIGNS. Tenant shall have the right to install signs upon the Premises only when first approved in writing by Landlord and subject to any applicable governmental laws, ordinances, regulations and other requirements. Tenant shall remove all such signs upon the termination of this lease. Such installations and removals shall be made in such manner as to avoid injury to or defacement of any buildings or other improvements on the Premises, and Tenant shall repair any injury or defacement, including without limitation discoloration, caused by such installation or removal.

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

(a) All rent and other payment required to be made by Tenant to Landlord hereunder shall be payable to Landlord in Tarrant County, Texas, at the address hereinbelow set forth, or at such other address as Landlord may specify from time to time by written notice delivered in accordance herewith.

(b) Any notice or document required to be delivered hereunder shall be deemed to be delivered when actually received and whether or not received when deposited in the United States mail, postage prepaid, certified or registered mail (with return receipt

requested) addressed to the parties hereto at the respective addresses set out opposite their names below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

LANDLORD: Mr. Lee D. (Pat) Cornell
Railhead Fort Worth No. 1, Ltd.
7514 Whitehall Street, Suite 111
Fort Worth, Texas 76118

TENANT: Mr. Bill S. Davis, Jr.
Quorum International
2550 Downing Road
Fort Worth, Texas 76106

With a copy to: Mr. Terry Cox
Quorum International
2550 Downing Road
Fort Worth, Texas 76106

27. **FORCE MAJEURE.** Whenever a period of time is herein prescribed for action to be taken by Landlord, the Landlord shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the control of Landlord.

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

29. **ENTIRE AGREEMENT; AMENDMENTS; BINDING EFFECT.** This lease contains the entire agreement between the parties and may not be altered, changed or amended, except by instrument in writing signed by both parties hereto. No provision of this lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord and addressed to Tenant, nor shall any custom or practice which may grow up between the parties in the administration of the terms hereof be construed to waive or lessen the right of Landlord to insist

upon the performance by Tenant in strict accordance with the terms hereof. The terms, provisions, covenants and conditions contained in this lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided.

30. **QUIET ENJOYMENT.** Provided Tenant has performed all of the terms, covenants, agreements and conditions of this lease, including the payment of rent, to be performed by Tenant, Tenant shall peaceably and quietly hold and enjoy the Premises for the term hereof, without hindrance from Landlord, subject to the terms and conditions of this lease.

31. **EXISTENCE OF BROKER.** Tenant represents and warrants that it has not contacted or dealt with any real estate broker or agent in connection with the execution of this lease, except as listed below, and Tenant agrees to indemnify and hold harmless Landlord against all liabilities and costs (including but not limited to attorneys' fees) incurred by Landlord as a result of Tenant's breach of the warranties and representations contained herein.

BROKER: The Newberry Company, Inc.
1200 Summit Avenue, Suite 860
Fort Worth, Texas 76102

32. **GENDER.** Words of any gender used in this lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

33. **JOINT AND SEVERAL LIABILITY.** If there be more than one Tenant, the obligations hereunder imposed upon Tenant shall be joint and several. If there be a guarantor of Tenant's obligations hereunder, the obligations hereunder imposed upon Tenant shall be the joint and several obligations of Tenant and such guarantor and Landlord need not first proceed against the Tenant hereunder before proceeding against such guarantor, nor shall any such guarantor be released from its guaranty for any reason whatsoever, including without limitation, in case of any amendments hereto, waivers hereof or failure to give such guarantor any notices hereunder.

34. **CAPTIONS.** The captions contained in this lease are for convenience of reference only, and in no way limit or enlarge the terms and conditions of this lease.

35. **SPECIAL PROVISIONS.**

Provided no Event of Default exists at the time of exercise or at the end of the Lease Term, Tenant shall have the right to renew the Lease Term for an additional term of three (3) years. In order to avail itself of such right Tenant shall give Landlord written notice of its election not less

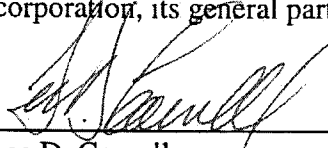
than ninety (90) days prior to the expiration of the Lease Term. All terms and conditions set forth in this Lease, including Basic Rent, shall be in effect during such renewal term, and the funds in the Security Escrow Account shall be held for application to the Basic Rent at the end of such renewal term rather than applied to the last accruing Basic Rents at the end of the Lease Term.

Executed by Landlord this 24th day of June, 1998.

LANDLORD:

RAILHEAD FORT WORTH NO. 1, LTD.,
A Texas limited partnership


By: RAILHEAD FT. WORTH NO. 1, GP, INC.,
A Texas corporation, its general partner

By: 
Name: Lee D. Cornell
Title: Vice President

Executed by Tenant this 25 day of June, 1998.

TENANT:

DAVOIL, INC.,
A Texas corporation

By: 
Name: WILLIAM S. DAVIS, JR.
Title: PRESIDENT - QUORUM INTL. DIV.

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0611998
114:3905-63

RE: Railhead Station

Fort Worth, Texas

SEVENTH AMENDMENT TO LEASE

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT §

THIS SEVENTH AMENDMENT TO LEASE (this "Amendment") has been executed as of the 30th day of November 2020, by SUN LIFE ASSURANCE COMPANY OF CANADA, a Canadian corporation ("Landlord"), and DAVOIL, INC., a Texas corporation d/b/a QUORUM INTERNATIONAL ("Tenant").

RECITALS:

A. Railhead Fort Worth No. 1, Ltd., a Texas limited partnership ("Prior Landlord") and Tenant entered into that certain Warehouse Lease Agreement, dated June 25, 1998 (the "Original Lease"), as amended by that certain Lease Modification and Renewal Agreement, dated March 31, 2000 (the "First Amendment"), as further amended by that certain Second Amendment to Lease, dated November 19, 2001 (the "Second Amendment"), as further amended by that certain Third Amendment to Lease, dated March 26, 2003 (the "Third Amendment"), as further amended by that certain Fourth Amendment to Deed of Lease, dated November 21, 2007, as further amended by that certain Fifth Amendment to Lease, dated December 4, 2012 (the "Fifth Amendment"), and as further amended by that certain Sixth Amendment to Lease, dated February 12, 2016 (the "Sixth Amendment"), pursuant to which Tenant currently leases approximately 305,255 rentable square feet of space (collectively, the "Premises"), subject to the terms and conditions set forth in the Lease, being the initial premises consisting of approximately 78,384 rentable square feet (the "Original Premises"), the expansion premises consisting of approximately 123,905 rentable square feet as shown on Exhibit A attached hereto (the "First Expansion Premises") and the expansion premises consisting of

approximately 101,966 rentable square feet as shown on Exhibit B attached hereto (the "Second Expansion Premises") all in that certain building located at 400 Railhead Road (the "Building") in that certain industrial complex commonly known as Railhead Station (the "Project") in Fort Worth, Texas, and more particularly described in the Lease. The Original Lease, as so amended, is referred to herein as the "Lease." Unless otherwise defined herein, all initially capitalized terms have the meanings assigned thereto in the Lease.

B. Landlord has acquired the Project and succeeded to all of Prior Landlord's interest as landlord under the Lease.

C. Landlord and Tenant desire to execute this Amendment to evidence their agreement to (i) extend the Lease Term; and (ii) make certain other amendments to the Lease, all as more particularly set forth in this Amendment.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

Article I

CERTAIN AMENDMENTS

SECTION 1.01. Term. As of the date of execution of this Amendment, the Lease Term for the Premises shall be extended an additional sixty-two (62) full calendar months, commencing April 1, 2021 (the "Effective Date") through and including May 31, 2026, subject to adjustment as set forth in the Lease. Tenant shall have no further extension or renewal rights and any and all such rights are hereby deleted, including without limitation, Exhibit C of the Fifth Amendment and the Sixth Amendment.

SECTION 1.02. Basic Rent. As of the Effective Date, Tenant shall pay to Landlord Basic Rent for the Premises throughout the Term, as hereby extended, as follows:

<u>Period</u>	<u>Annual Basic Rent</u>		<u>Monthly Basic Rent</u>
	<u>Per R.S.F.</u>		
4/1/21 - 5/31/22	\$4.00*	+NNN	\$101,751.67* +NNN
6/1/22 - 5/31/23	\$4.10	+NNN	\$104,295.46 +NNN
6/1/23 - 5/31/24	\$4.20	+NNN	\$106,839.25 +NNN
6/1/24 - 5/31/25	\$4.31	+NNN	\$109,637.42 +NNN
6/1/25 - 5/31/26	\$4.42	+NNN	\$112,435.59 +NNN

* Landlord hereby conditionally abates the first two (2) consecutive full monthly installments of Basic Rent described above. Tenant shall pay all other obligations accruing during such months, including, but not limited to, Operating Expenses, insurance and taxes. If Tenant defaults under this Lease beyond any applicable period of notice and cure, any remaining rent abatement shall cease from the date of such default, and Tenant shall immediately pay to Landlord all sums previously abated hereunder. Tenant shall continue to be responsible for its pro-rata share of all Operating Expenses, taxes and insurance associated with the

Project

The Basic Rent under the Lease shall be due and payable in equal monthly installments, each such monthly installment due and payable on the first day of each calendar month, in advance, without demand and without setoff or deduction whatsoever.

Prior to the Effective Date, Basic Rent shall remain as set forth in the Lease. The estimated triple net expenses are \$1.89 per rentable square foot for the calendar year 2020. In addition to Basic Rent, Tenant shall pay all other obligations under the Lease, including, without limitation, triple net expenses and Additional Rent.

SECTION 1.03. AS IS. Notwithstanding anything contained in the Lease to the contrary, Landlord is leasing the Premises to Tenant "as is" "where is" without representation or warranty, without any obligation to alter, remodel, improve, repair or decorate any part of the Premises.

SECTION 1.04. Commissions. Landlord and Tenant acknowledge that no brokers have been involved in this Amendment other than Bradford Companies by separate written agreement, and Landlord will be responsible for paying the commissions, if any, owed such Brokers pursuant to the terms thereof. Landlord and Tenant hereby indemnify each other from the payment of any commissions owed to any broker with respect to this Amendment resulting from the acts of such party, but not otherwise.

SECTION 1.05. Further Amendments. The Lease shall be and hereby is further amended wherever necessary, even though not specifically referred to herein, in order to give effect to the terms of this Amendment. The recitals above are true and correct. Section 27 of the Original Lease shall be amended to include pandemics and government/state mandated shut-downs as events of force majeure. Sections 3 and 4 of the First Amendment, Section 5 of the Second Amendment, and Sections 4, 6 and 7 of the Third Amendment are hereby deleted.

Article II

MISCELLANEOUS

SECTION 2.01. Ratification. The Lease, as amended hereby, is hereby ratified, confirmed and deemed in full force and effect in accordance with its terms. Tenant represents to

Landlord that (a) Tenant is currently unaware of any default by Landlord under the Lease; and (b) Tenant has full power and authority to execute and deliver this Amendment and this Amendment represents a valid and binding obligation of Tenant enforceable in accordance with its terms; (c) Landlord has completed all improvements to the Premises in compliance with all requirements in the Lease; and (d) all tenant finish costs or allowances payable by Landlord have been paid and no such costs or allowances are payable hereafter under the Lease.

SECTION 2.02. Notices. All notices to be delivered to Landlord under the Lease or otherwise with respect to the Premises shall, unless Landlord otherwise notifies Tenant, be delivered to Landlord's property manager and Landlord in accordance with the Lease at the following address:

Sun Life Assurance Company of Canada
c/o BentallGreenOak (U.S.) Limited
Partnership
1201 Third Avenue, Suite 3000
Seattle, WA 98101
Attn: Asset Manager/DFW, TX Industrial

with a copy to:

Bradford Management Company, Inc.
3100 McKinnon, Suite 400
Dallas, TX 75201
Attn: Property Manager/Railhead

SECTION 2.03. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Texas.

SECTION 2.04. Counterparts. This Amendment may be executed in multiple counterparts each of which is deemed an original but together constitute one and the same instrument. The parties acknowledge and agree that notwithstanding any law or presumption to the contrary, an electronic signature of either party, whether upon this Amendment or any related document shall be deemed valid and binding and admissible by either party against the other as if same were an original ink signature. THIS AMENDMENT SHALL BECOME BINDING UPON LANDLORD AND TENANT ONLY WHEN FULLY EXECUTED BY BOTH PARTIES AND WHEN LANDLORD HAS DELIVERED THIS AMENDMENT TO TENANT.

SECTION 2.05. Governing Document. In the event the terms of the Lease conflict or are inconsistent with those of the Amendment, the terms of this Amendment shall govern.

SECTION 2.06. Compliance with Laws. Notwithstanding anything contained in the Lease to the contrary, Tenant, at its sole expense, shall comply with all laws (including, without limitation, environmental requirements, as defined herein, and laws regarding access for handicapped or disabled persons), ordinances and regulations, and all declarations, covenants, and restrictions, applicable to Tenant's use, alterations, or occupation of the Premises, and with all governmental orders and directives of public officers which impose any duty or restriction with respect to the use or occupation of the Premises.

SECTION 2.07. Taxes. Notwithstanding anything in the Lease to the contrary, "taxes" include, without limitation, margin taxes (including, without limitation, all taxes attributable to taxable margin levied pursuant to Chapter 171 of the Texas Tax Code or any amendment, adjustment or replacement thereof).

SECTION 2.08. WAIVER OF SUBROGATION.
NOTWITHSTANDING ANYTHING CONTAINED IN THE LEASE TO THE CONTRARY, LANDLORD AND TENANT EACH WAIVES ANY CLAIM IT MIGHT HAVE AGAINST THE OTHER FOR ANY DAMAGE TO OR THEFT, DESTRUCTION, LOSS, OR LOSS OF USE OF ANY PROPERTY, TO THE EXTENT THE SAME IS INSURED AGAINST UNDER ANY INSURANCE POLICY THAT COVERS THE BUILDING, THE PREMISES, LANDLORD'S OR TENANT'S FIXTURES, PERSONAL PROPERTY, LEASEHOLD IMPROVEMENTS, OR BUSINESS, OR, IN THE CASE OF TENANT'S WAIVER, IS REQUIRED TO BE INSURED AGAINST UNDER THE TERMS HEREOF, **REGARDLESS OF WHETHER THE NEGLIGENCE OR FAULT OF THE OTHER PARTY CAUSED SUCH LOSS;** HOWEVER, LANDLORD'S WAIVER SHALL NOT INCLUDE ANY DEDUCTIBLE AMOUNTS. EACH PARTY SHALL CAUSE ITS INSURANCE CARRIER TO ENDORSE ALL APPLICABLE POLICIES WAIVING THE CARRIER'S RIGHTS OF RECOVERY UNDER SUBROGATION OR OTHERWISE AGAINST THE OTHER PARTY.

SECTION 2.09. OFAC.

(a) *Representations and Warranties; Reporting.*

Capitalized terms used in this Section 2.09(a) have the meanings assigned in Section 2.09(b). Tenant hereby represents and warrants to Landlord that neither Tenant, nor any of its beneficial owners or affiliated entities is a Prohibited Person with whom a U.S. Person is prohibited from transacting business of the type contemplated by this Lease, whether such prohibition arises under U.S. law, regulation, executive orders or the Lists.

Tenant further represents and warrants to Landlord that neither Tenant, nor any of its beneficial owners or affiliated entities: (i) is under investigation by any governmental authority for, or has been charged with, or convicted of, money laundering, drug trafficking, terrorist related activities, any crimes which in the U.S. would be predicate crimes to money laundering or any violation of any Anti-Money Laundering Laws; (ii) has been assessed civil or criminal penalties under any Anti-Money Laundering Laws; or (iii) has had any of its funds seized or forfeited in any action under any Anti-Money Laundering Laws.

If Tenant obtains knowledge that Tenant, or any of its beneficial owners or affiliated entities, or the employees of any such parties, becomes listed on the Lists or is indicted, arraigned or custodially detained on charges involving Anti-Money Laundering Laws, then Tenant shall immediately notify Landlord upon receipt of knowledge of such events.

(b) *Definitions.* A "Prohibited Person" means an entity, organization or individual that has been designated by U.S. law, executive order or sanction regulations of OFAC as an entity, organization or individual with whom U.S. Persons may not transact business or must limit their interactions to those approved by OFAC. A "U.S. Person" is a citizen of the United States of America, an entity organized under the laws of the United States of America, its territories or any of the several states, or any entity having its principal place of business within the United States of America or any of its territories. "List" means any list published by OFAC (including those executive orders and lists published by OFAC with respect to Prohibited Persons), including the Specially Designated Nationals and Blocked Persons list. "OFAC" is the Office of Foreign Assets Control, U.S. Department of the Treasury. "Anti-Money Laundering Laws" are laws, regulations and sanctions, state and federal, criminal and civil, that (1) limit the use of and/or seek the forfeiture of proceeds from illegal transactions; (2) limit commercial transactions with designated countries or individuals believed to be terrorists, narcotics dealers or otherwise engaged

in activities contrary to the interests of the United States; or (3) are designed to disrupt the flow of funds to terrorist organizations. Such laws, regulations and sanctions are deemed to include the USA PATRIOT Act of 2001, Pub. L. No. 107-56 (the "Patriot Act"), the Executive Order 13224 issued on September 24, 2001, the Bank Secrecy Act, 31 U.S.C. Section 5311 et. seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et. seq., the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et. seq., and the sanction regulations promulgated by OFAC pursuant thereto, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957.

SECTION 2.10. No Offer. The submission of this Amendment to Tenant shall not be construed as an offer, nor shall Tenant have any rights under this Amendment unless Landlord executes a copy of this Amendment and delivers it to Tenant.

SECTION 2.11. Confidentiality. Tenant acknowledges and agrees that the terms of the Lease are confidential and constitute proprietary information of Landlord. Disclosure of the terms hereof could adversely affect the ability of Landlord to negotiate other leases with respect to the Shopping Center and may impair Landlord's relationship with other tenants of the Shopping Center. Tenant agrees that it and its partners, officers, directors, employees and attorneys, if any, shall not disclose the terms and conditions of this Lease to any other person or entity, except its attorneys or as required by law, without the prior written consent of Landlord which may be given or withheld by Landlord, in Landlord's sole discretion. It is understood and agreed that damages alone would be an inadequate remedy for the breach of this provision by Tenant, and Landlord shall also have the right to seek specific performance of this provision and to seek injunctive relief to prevent its breach or continued breach.

[SIGNATURES TO FOLLOW ON NEXT
PAGE]

IN WITNESS WHEREOF, this Amendment has been
executed as of the date and year first above written.

LANDLORD:

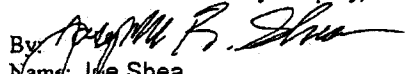
SUN LIFE ASSURANCE COMPANY OF CANADA,
a Canadian corporation

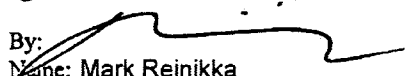
By: BentallGreenOak (U.S.) Limited Partnership,

EXHIBIT B

a Delaware limited partnership, its Real Estate Advisor


By: BentallGreenOak (U.S.) GP LLC,
a Delaware limited liability company, its General Partner

By: 
Name: Joe Shea
Its: Principal, Asset Management

By: 
Name: Mark Reinikka
Its: Managing Director, Asset Management

TENANT:

DAVOIL, INC.,
a Texas corporation

By: 
Name: WILLIAM S. DAVIS
Title: CHAIRMAN OF THE BOARD

Page 1 of 2

SEVENTH AMENDMENT TO LEASE
QUORUM/RAILHEAD (SU026-1567) v1
11/13/2020 1:48 PM

EXHIBIT A

FIRST EXPANSION PREMISES

3

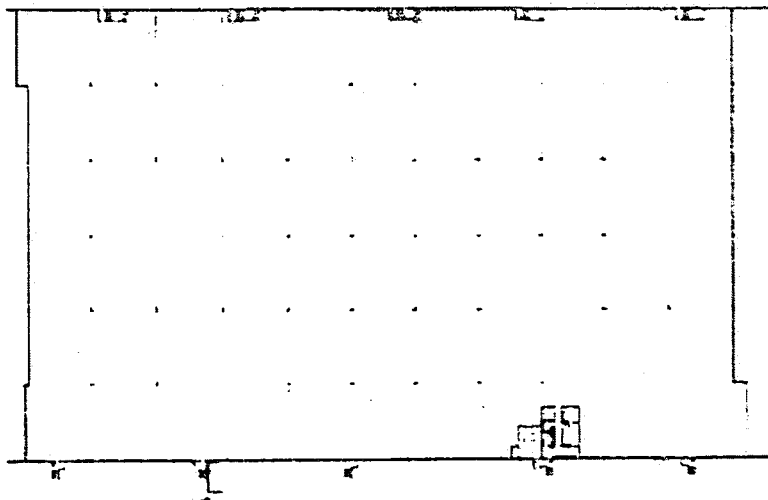


EXHIBIT B

EXHIBIT A
Page 1 of 1

SEVENTH AMENDMENT TO LEASE
QUORUM/RAILHEAD (SU026-1567) v1
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EXHIBIT B

SECOND EXPANSION PREMISES

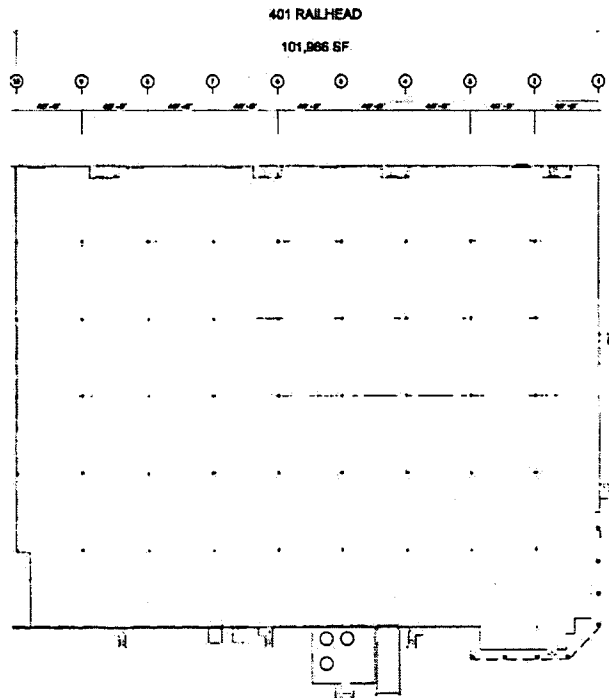


EXHIBIT B
Page 1 of 1

SEVENTH AMENDMENT TO LEASE
QUORUM/RAILHEAD (SU026-1567) v1
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CONSENT TO LICENSE

THIS CONSENT TO LICENSE ("Consent") with a reference date of the 17 day of December 2021, is made with reference to that certain Space License Agreement (the "License") dated of even date, by and between DAVOIL, INC., a Texas corporation d/b/a QUORUM INTERNATIONAL ("Licensor") and TUESDAY MORNING PARTNERS, LLC, a Texas limited liability company ("Licensee"), and is entered into between the foregoing parties and SUN LIFE ASSURANCE COMPANY OF CANADA, a Canadian corporation ("Landlord"), with reference to the following facts:

A. Landlord and Licensor are the parties to that certain original lease (the "Original Lease") dated as of June 25, 1998, as thereafter amended from time to time, respecting certain premises ("Premises"), located in the building known as Building C at 201 Railhead Road in Fort Worth, Texas 76106 ("Building"). The Original Lease as so amended is referred to herein as the "Master Lease or the Lease." Unless otherwise defined herein, all initially capitalized terms have the meanings assigned thereto in the Master Lease.

B. Licensor and Licensee wish to enter into the License respecting approximately 156,205 rentable square feet of the Premises described therein (the "Licensed Space").

C. The Master Lease provides that Licensor may not enter into any License without Landlord's prior written approval.

D. Licensor and Licensee have herewith presented the fully-executed License to Landlord for Landlord's approval, and Landlord is willing to approve the same, upon all of the terms and conditions hereinafter appearing.

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. Neither the Master Lease, the License nor this Consent shall be deemed to grant Licensee any rights whatsoever against Landlord. Licensee hereby acknowledges and agrees that its sole remedy for any alleged or actual breach of its rights in connection with the Licensed Space (as defined in the License) shall be solely against Licensor.

2. This Consent shall not release Licensor from any existing or future duty, obligation or liability to Landlord pursuant to the Master Lease, nor shall this Consent change, modify or amend the Master Lease in any manner. This Consent shall not be deemed Landlord's consent to any further Licenses. Notwithstanding anything set forth in the Master Lease to the contrary, in addition to Licensor's other removal requirements under the Master Lease, Licensor and Licensee shall be required to remove all improvements and alterations made by Licensor and/or Licensee at the expiration of the Term and restore the Premises to the condition existing on the date hereof.

3. In the event of Master Lease Termination (as hereinafter defined):

(a) Prior to the termination of the License, at Landlord's option, Licensee agrees to attorn to Landlord and to recognize Landlord as Licensee's licensor under the License, upon the terms and conditions and at the rental rate specified in the License, and for the then remaining term of the License, except that Landlord shall not be bound by any provision of the License which in any way increases Landlord's duties, obligations or liabilities to Licensee beyond those owed to Licensor under the Master Lease. Licensee agrees to execute and deliver at any time and from time to time, upon request of Landlord, any instruments which may be necessary or appropriate to evidence such attornment. Landlord shall not (i) be liable to Licensee for any act, omission or breach of the License by Licensor, (ii) be subject to any offsets or defenses which Licensee might have against Licensor, (iii) be bound by any rent or additional rent which Licensee might have paid in advance to Licensor, or (iv) be bound to honor any rights of Licensee in any security deposit made with Licensor except to the extent Licensor has turned over such security deposit to Landlord. Licensor hereby agrees that in the event of Master Lease Termination, Licensor shall immediately pay or transfer to Landlord any security deposit, rent or other sums then held by Licensor. Landlord shall have the right, in Landlord's sole discretion, to elect not to have Licensee attorn to Landlord and, in this event,

the License shall be deemed terminated on the date of Master Lease Termination and, Landlord shall have no obligation to permit Licensee to continue to occupy the Licensed Space.

(b) "Master Lease Termination" means any event, which by voluntary or involuntary act or by operation of law, might cause or permit the Master Lease to be terminated, expired, be cancelled, be foreclosed against, or otherwise come to an end, including but not limited to (1) a default by Licensor under the Master Lease of any of the terms or provisions thereof; (2) foreclosure proceedings brought by the holder of any mortgage or trust deed to which the Master Lease is subject; or (3) the termination of Licensor's leasehold estate by dispossession proceeding or otherwise.

(c) In the event of attornment hereunder, Landlord's liability shall be limited to matters arising during Landlord's ownership of the Building, and in the event that Landlord (or any successor owner) shall convey or dispose of the Building to another party, such party shall thereupon be and become landlord hereunder and shall be deemed to have fully assumed and be liable for all obligations of this Consent or the License to be performed by Landlord which first arise after the date of conveyance, including the return of any security deposit, and Licensee shall attorn to such other party, and Landlord (or such successor owner) shall, from and after the date of conveyance, be free of all liabilities and obligations hereunder not then incurred. The liability of Landlord to Licensee for any default by landlord under this Consent or the License after such attornment, or arising in connection with Landlord's operation, management, leasing, repair, renovation, alteration, or any other matter relating to the Building or the Licensed Space, shall be limited to the interest of the Landlord in the Building (and proceeds thereof). Under no circumstances shall any present or future general partner of Landlord (if Landlord is a partnership) have any liability for the performance of Landlord's obligations under this Consent or the License.

4. In addition to Landlord's rights under Section 3 hereof, in the event Licensor is in default under any of the terms and provisions of the Master Lease, Landlord may elect to receive directly from Licensee all sums due or payable to Licensor by Licensee pursuant to the License, and upon receipt of Landlord's notice, Licensee shall thereafter pay to Landlord any and all sums becoming due or payable under the License and Licensor shall receive from Landlord a corresponding credit for such sums against any payments then due or thereafter becoming due from Licensor. Neither the service of such written notice nor the receipt of such direct payments shall cause Landlord to assume any of Licensor's duties, obligations and/or liabilities under the License, nor shall such event impose upon Landlord the duty or obligation to honor the License, nor subsequently to accept Licensee's attornment pursuant to Section 3(a) hereof.

5. Licensee hereby acknowledges that it has read and has knowledge of all of the terms, provisions, rules and regulations of the Master Lease and agrees not to do or omit to do anything which would cause Licensor to be in breach of the Master Lease. Any such act or omission shall also constitute a breach of this Consent and shall entitle Landlord to recover any damage, loss, cost or expense which it thereby suffers, from Licensee, whether or not Landlord proceeds against Licensor.

6. In the event of any litigation between the parties hereto with respect to the subject matter hereof, the unsuccessful party agrees to pay the successful party all costs, expenses and reasonable attorney's fees incurred therein by the successful party, which shall be included as a part of the judgment therein rendered.

7. This Consent shall be binding upon and inure to the benefit of the parties' respective successors and assigns, subject to all agreements and restrictions contained in the Master Lease, the License and herein with respect to subleasing, assignment, or other transfer. The agreements contained herein constitute the entire understanding between the parties with respect to the subject matter hereof, and supersede all prior agreements, written or oral, inconsistent herewith. No amendment, modification or change therein will be effective unless Landlord shall have given its prior written consent thereto. This Consent may be amended only in writing, signed by all parties hereto.

8. Notices required or desired to be given hereunder shall be effective upon personal delivery by United States certified mail, postage prepaid, return receipt requested or overnight courier service and shall be addressed to the parties at the addresses set forth under each party's respective signature block. Any party may change

its address for notice by giving notice in the manner hereinabove provided. Notices shall be effective upon delivery unless delivery is refused, in which event, notice shall be effective upon refusal of delivery.

9. As a condition to the effectiveness of Landlord's consent to the License, Licenser agrees to reimburse within ten (10) days after Licenser receives Landlord's invoice, all of Landlord's attorneys' fees and administrative expenses incurred in connection with this Consent, as additional rent. Licenser shall also promptly pay Landlord any share of bonus rents, or other items required under the Master Lease in connection with Licenses.

10. Notwithstanding anything to the contrary set forth herein or elsewhere, if the Master Lease was guaranteed at the time of execution or at any time prior hereto by any guarantor, then Landlord may at any time hereafter declare all of its agreements in this Consent to be null and void and of no force and effect unless and until Landlord receives a counterpart of this Consent indicating approval thereof by any and all such guarantor(s), and their spouses (if any).

11. Licenser and Licensee agree to indemnify and hold Landlord harmless from and against any loss, cost, expense, damage or liability, including reasonable attorneys' fees, incurred as a result of a claim by any person or entity (i) that it is entitled to a commission, finder's fee or like payment in connection with the License or (ii) relating to or arising out of the License or any related agreements or dealings.

12. Licenser agrees to hold any and all payments due under the License as a trust fund to be applied first to the satisfaction of all of Licenser's obligations under the Master Lease and hereunder before using any part thereof for any other purpose.

13. This Consent may be executed in multiple counterparts each of which is deemed an original but together constitute one and the same instrument. The parties acknowledge and agree that notwithstanding any law or presumption to the contrary, an electronic or telefaxed signature of either party, whether upon this Consent or any related document shall be deemed valid and binding and admissible by either party against the other as if same were an original ink signature. THIS CONSENT SHALL BECOME BINDING UPON THE PARTIES ONLY WHEN FULLY EXECUTED BY ALL PARTIES AND WHEN LANDLORD HAS DELIVERED THIS CONSENT TO THE PARTIES.

14. In the event Landlord approves any additional improvements to the Premises, Licenser shall immediately deposit with Landlord an additional \$80,000.00 Security Deposit (as it is called herein, and said definition shall also include any and all prior amounts previously delivered under the Master Lease), which shall be held by Landlord as security for the performance of Licenser's obligations under the Master Lease. The Security Deposit is not an advance rental deposit or a measure of Landlord's damages in case of Licenser's default. Upon each occurrence of a default, Landlord may use all or part of the Security Deposit to pay delinquent payments due under the Master Lease, and the cost of any damage, injury, expense or liability caused by such default, without prejudice to any other remedy provided herein or provided by law. On demand, Licenser shall pay Landlord the amount that will restore the Security Deposit to its original amount. Landlord's obligation respecting the Security Deposit is that of a debtor, not a trustee; no interest shall accrue thereon. The Security Deposit shall be deemed the property of Landlord. Licenser hereby agrees that Landlord shall return to Licenser the balance of the Security Deposit not applied to satisfy Licenser's obligations within a reasonable time after the Term ends, provided Licenser has performed all of its obligations under the Master Lease. Licenser expressly waives the requirements and applicability of Texas Property Code §§ 93.005 – 93.011. If such waiver is not effective under applicable law, Landlord shall, within the time required by applicable law, return to Licenser the portion of the Security Deposit remaining after deducting all damages, charges and other amounts permitted by law. Landlord and Licenser agree that such deductions shall include, without limitation, all damages and losses that Landlord has suffered or that Landlord reasonably estimates that it will suffer as a result of any breach of the Master Lease by Licenser. Landlord shall be released from any obligation with respect to the Security Deposit upon transfer of the Master Lease and the Premises to a person or entity assuming Landlord's obligations under this Section 14. To the extent that this Section 14 conflicts or is inconsistent with any terms of the Master Lease, this Section 14 shall control.

15. Upon termination of the Term or earlier termination of Licensor's or Licensee's right of possession, Landlord may, by notice to Licensor, require Licensor at Licensor's expense to remove any or all trade fixtures and/or any or all improvements in the Premises and to repair any damage caused by such removal to Landlord's satisfaction. Any trade fixtures, improvements, and/or other property not so removed by Licensee as permitted or required herein shall be deemed abandoned and may be stored, removed, and disposed of by Landlord at Licensor's expense, and Licensor waives all claims against Landlord for any damages resulting from Landlord's retention and disposition of such property. All other improvements, except those which Landlord requires Licensee to remove, shall remain in the Premises as the property of Landlord without additional consideration. If Licensor fails to remove, repair and restore the Premises as required in this section, prior to Licensor vacating the Premises, Licensee shall pay to Landlord any amount reasonably estimated by Landlord as necessary to put the Premises, in the condition required herein and otherwise in good condition and repair. Landlord may also apply the Security Deposit towards such Licensor obligations.

[SIGNATURE PAGES TO FOLLOW]

Page 4 of 6

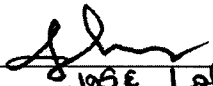
CONSENT TO LICENSE
TUESDAY MORNING / RAILHEAD (SU026-1592) v1
12/17/2021 2:43 PM

EXHIBIT C

IN WITNESS WHEREOF, the following parties have executed this Consent to License as of the date first above written.

LICENSOR:

DAVOIL, INC.,
a Texas corporation

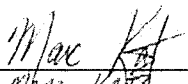
By: 
Name: JOSE LOPEZ
Title: PRESIDENT

Notice Address:
c/o Quorum International
201 Railhead Road, Building C
Fort Worth, TX 76106

LICENSEE:

TUESDAY MORNING PARTNERS, LLC,
a Texas limited liability company

By: Days of the Week, Inc.
a Delaware corporation,
its General Partner

By: 
Name: MAC KITE
Title: PRINCIPAL - COO

Notice Address:
6250 LBJ Freeway
Dallas, TX 75240
Attn: Real Estate

With a copy to:
6250 LBJ Freeway
Dallas, TX 75240
Attn: General Counsel


[SIGNATURE PAGES CONTINUE]

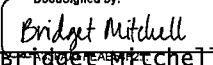
LANDLORD:

SUN LIFE ASSURANCE COMPANY OF CANADA,
a Canadian corporation

By: BentallGreenOak (U.S.) Limited Partnership,
a Delaware limited partnership,
its Real Estate Advisor

By: BentallGreenOak (U.S.) GP LLC,
a Delaware limited liability company,
its General Partner

DocuSigned by:

By: Mark Reinikka
Name: Mark Reinikka
Its: Managing Director

DocuSigned by:

By: Bridget Mitchell
Name: Bridget Mitchell
Its: Vice President

Notice Address:
c/o BentallGreenOak (U.S.) LP
1201 Third Avenue, Suite 3000
Seattle, WA 98101
Attn: Asset Manager / Fort Worth, TX

With a copy to:
c/o Bradford Management
100 McKinnon Street, Suite 400
Dallas, TX 75201
Attn: Property Manager / Railhead