

Fill in this information to identify the case:

Debtor W/S Packaging Group, LLC

United States Bankruptcy Court for the: _____ District of New Jersey
(State)

Case number 26-10911

**Official Form 410
Proof of Claim**

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	Baker Metal Products Inc _____ Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Baker Metal Products Inc PO Box 59445 Dallas, TX 75229 Contact phone <u>972-523-4506</u> Contact phone _____ Contact email <u>cbeard@bakermetal.com</u> Contact email _____ Uniform claim identifier (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ _

7. How much is the claim? \$ 22000.00. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Security Deposit for sublease ended 10-31-25

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____

Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

- No
 Yes. Check all that apply:

- | | Amount entitled to priority |
|---|-----------------------------|
| <input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | \$ _____ |
| <input type="checkbox"/> Up to \$3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). | \$ _____ |
| <input type="checkbox"/> Wages, salaries, or commissions (up to \$17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | \$ _____ |
| <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | \$ _____ |
| <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). | \$ _____ |
| <input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. | \$ _____ |

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- I am the creditor.
 I am the creditor's attorney or authorized agent.
 I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
 I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 03/09/2026
MM / DD / YYYY

/s/Carolyn Beard
 Signature

Print the name of the person who is completing and signing this claim:

Name Carolyn Beard
First name Middle name Last name

Title VP/CFO

Company Baker Metal Products
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 967-1788 | International (310) 751-2688

Debtor: 26-10911 - W/S Packaging Group, LLC District: District of New Jersey, Trenton Division		
Creditor: Baker Metal Products Inc PO Box 59445 Dallas, TX, 75229 Phone: 972-523-4506 Phone 2: Fax: Email: cbeard@bakermetal.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Security Deposit for sublease ended 10-31-25	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 22000.00	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Carolyn Beard on 09-Mar-2026 12:27:48 p.m. Pacific Time Title: VP/CFO Company: Baker Metal Products		

SUBLEASE AGREEMENT

This Sublease Agreement (this "**Sublease**") is made and entered into as of [August 28, 2023], 2023 (the "**Effective Date**"), by and between W/S PACKAGING GROUP, INC., a Wisconsin corporation ("**Sublandlord**"), and Baker Metal Products, Inc., a Texas corporation ("**Subtenant**").

RECITALS:

A. BCO Turnpike Distribution Center, Ltd., as landlord ("**BCO Turnpike**"), and Sublandlord, as tenant, entered into a Commercial Lease Agreement dated February 18, 2005, as amended by (i) a First Amendment to Commercial Lease Agreement dated March 31, 2005 by and between BCO Distribution Center, Ltd., as landlord ("**BCO Distribution**") and Sublandlord, as tenant, (ii) a Second Amendment to Commercial Lease Agreement dated as of May 4, 2012 by and between BCO Distribution, as landlord, and Sublandlord, as tenant, and (iii) a Third Amendment to Commercial Lease Agreement dated as of August, 2020 by and between SL3 DFW Industrial I, LLC, as landlord ("**SL3**"), and Sublandlord, as tenant (collectively, the "**Master Lease**").

B. As of the Effective Date, [Westcore Entity] ("**Master Landlord**"), as the successor-in-interest to each of BCO Turnpike, BCO Distribution and SL3 and the current landlord under the Master Lease, is leasing to Sublandlord space currently comprised of approximately 52,800 square feet (the "**Master Lease Premises**"), located at 3530 Pipestone Road, Dallas, Texas (the "**Building**"). All capitalized terms used herein shall have the same meaning ascribed to them in the Master Lease unless otherwise defined herein. A copy of the Master Lease is attached hereto as Exhibit A and is made a part hereof.

C. Sublandlord and Subtenant are desirous of entering into a sublease of the entire Master Lease Premises (referred to herein for convenience as the "**Sublease Premises**") on the terms and conditions hereafter set forth.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. **Demise.** Sublandlord hereby subleases and demises to Subtenant and Subtenant hereby hires and subleases from Sublandlord the Sublease Premises, upon and subject to the terms, covenants and conditions hereinafter set forth.

2. **Sublease Term.** The term of this Sublease (the "**Term**") shall commence upon the full execution of this Sublease Agreement and approval by Master Landlord (the "**Sublease Commencement Date**"), and ending, unless sooner terminated as provided herein, on October 31, 2025 (the "**Sublease Expiration Date**").

3. **Use.** The Sublease Premises shall be used and occupied by Subtenant for the uses permitted under and in compliance with Section 12 of the Master Lease, and for the storage, assembling and shipping of windows, and for no other purpose.

4. **Subrental.**

(a) **Base Rental.** Beginning with the Sublease Commencement Date and thereafter during the Term of this Sublease and ending on the Sublease Expiration Date, Subtenant shall pay to Sublandlord the following monthly installments of base rental ("**Base Rental**"):

- (i) Sublease Commencement Date through October 31, 2024: \$22,000.00 per month
- (ii) November 1, 2024 through October 31, 2025: \$22,880.00 per month

The first monthly installment of Base Rental shall be paid by Subtenant upon the execution of this Sublease. Base Rental and additional rent (including without limitation, late fees) shall hereinafter be collectively referred to as "**Rent.**"

(b) **Prorations.** If the Sublease Commencement Date is not the first (1st) day of a month, or if the Sublease Expiration Date is not the last day of a month, a prorated installment of monthly Base Rental based on a thirty (30) day month shall be paid for the fractional month during which the Term commenced or terminated.

(c) **Additional Rent.** Beginning with the Sublease Commencement Date and continuing to the Sublease Expiration Date, Subtenant shall pay to Sublandlord as additional rent for this subletting (i) 100% of Sublandlord's (as tenant under the Master Lease) obligations under the Master Lease for Operating Expenses under Section 2 of the Sublease (the "**Operating Expense Component**"), and (ii) all costs of all services described in Section 6 of the Master Lease or charges incurred at the request of, or on behalf of, Subtenant, or with respect to the Sublease Premises and all other additional expenses, costs and charges payable to Master Landlord under the Master Lease in connection with use of the Sublease Premises. Sublandlord agrees to provide Subtenant with copies of any statements or invoices received by Sublandlord from Master Landlord relating to the foregoing expenses. Subtenant acknowledges that Sublandlord is required to make estimated payments of Operating Expenses to Master Landlord under Section 2 of the Master Lease, and accordingly, Subtenant agrees to make estimated payments of Operating Expense Component to Sublandlord upon Sublandlord's furnishing to Subtenant of a copy of Master Landlord's estimate of Operating Expenses. Following the end of each calendar year of the Term and issuance of Master Landlord's year-end statement to Sublandlord pursuant to Section 2 of the Master Lease, Sublandlord and Subtenant shall reconcile the Operating Expense Component for such calendar year in the same manner as outlined in Section 2 of the Master Lease. This provision shall survive the expiration or earlier termination of this Sublease.

(d) **Payment of Rental.** Except as otherwise specifically provided in this Sublease, Rent shall be payable in lawful money without demand, and without offset, counterclaim, or setoff in monthly installments, in advance, on the first day of each and every month during the Term of this Sublease. All Rent, unless otherwise directed, shall be payable to Sublandlord via ACH (Bank Name: Bank of America, N.A., Bank Address: 100 North Tryon Street, Charlotte, NC 28255, Bank ABA/Routing Number: 071000039, Bank Account Number: 8670120382, Beneficiary Name on Account: Multi-Color Corporation), or to any other such place as Sublandlord may from time to time designate by notice to Subtenant. Any additional rent payable on account of items which are not payable monthly by Sublandlord to Master Landlord under the Master Lease is to be paid to Sublandlord within ten (10) days after invoice therefor unless a different time for payment is elsewhere stated herein. Sublandlord agrees to provide

Subtenant with copies of any statements or invoices received by Sublandlord from Master Landlord related to the foregoing expenses pursuant to the terms of the Master Lease.

(e) **Late Charge.** Subtenant shall pay to Sublandlord an administrative charge equal to five percent (5%) on all past-due amounts of Rent payable hereunder, such charge to accrue from the date upon which such amount was due until paid.

5. **First Month's Rent and Security Deposit.** Concurrently with the execution of this Sublease, Subtenant shall deposit with Sublandlord the sum of \$22,000.00 for first month's Rent and the sum of \$22,000.00 as a security deposit (the "Deposit"), which shall be held by Sublandlord as security for the full and faithful performance by Subtenant of its covenants and obligations under this Sublease. The Deposit is not an advance Rent deposit, an advance payment of any other kind, or a measure of Sublandlord's damage in case of Subtenant's default. If, for any reason, Master Landlord does not give a consent to this Sublease, then, upon written notice from Subtenant, Sublandlord shall immediately return the Deposit to Subtenant. If Subtenant defaults in the full and timely performance of any or all of Subtenant's covenants and obligations set forth in this Sublease, then Sublandlord may, from time to time, without waiving any other remedy available to Sublandlord, use the Deposit, or any portion of it, to the extent necessary to cure or remedy the default or to compensate Sublandlord for all or a part of the damages sustained by Sublandlord resulting from Subtenant's default. Subtenant shall immediately pay to Sublandlord within five (5) days following demand the amount so applied to restore the Deposit to its original amount, and Subtenant's failure to immediately do so shall constitute a default under this Sublease. If Subtenant is not in default with respect to the covenants and obligations set forth in this Sublease at the expiration or earlier termination of the Sublease, then Sublandlord shall return the Deposit to Subtenant after the expiration or earlier termination of this Sublease. Sublandlord's obligations with respect to the Deposit are those of a debtor and not a trustee. Sublandlord shall not be required to maintain the Deposit separate and apart from Sublandlord's general or other funds and Sublandlord may commingle the Deposit with any of Sublandlord's general or other funds. Subtenant shall not at any time be entitled to interest on the Deposit.

6. **Incorporation of Terms of Master Lease.**

(a) This Sublease is subject and subordinate to the Master Lease. Subject to the modifications set forth in this Sublease, the terms of the Master Lease are incorporated herein by reference, and shall, as between Sublandlord and Subtenant (as if they were Landlord and Tenant, respectively, under the Master Lease) constitute the terms of this Sublease, except to the extent that they are inapplicable to, inconsistent with, or modified by, the terms of this Sublease. In the event of any inconsistencies between the terms and provisions of the Master Lease and the terms and provisions of this Sublease, the terms and provisions of this Sublease shall govern. Subtenant acknowledges that it has reviewed the Master Lease and is familiar with the terms and conditions thereof.

(b) For the purposes of incorporation herein, the terms of the Master Lease are subject to the following additional modifications:

(i) In all provisions of the Master Lease (under the terms thereof and without regard to modifications thereof for purposes of incorporation into this Sublease) requiring the approval or consent of Master Landlord, Subtenant shall be required to obtain the approval or consent of both Sublandlord and Master Landlord.

(ii) In all provisions of the Master Lease requiring the tenant thereunder to submit, exhibit to, supply or provide Master Landlord with evidence, certificates, or any other matter or thing, Subtenant shall be required to submit, exhibit to, supply or provide the same to both Master Landlord and Sublandlord. In any such instance, Sublandlord shall determine if such evidence, certificate or other matter or thing shall be satisfactory.

(iii) Sublandlord shall not be responsible for satisfying any obligations of Master Landlord under the Master Lease to provide insurance. Sublandlord shall have no obligation to restore or rebuild any portion of the Building or the Sublease Premises after any destruction by casualty or taking by eminent domain.

(iv) Sublandlord shall have no responsibility for any of Master Landlord's obligations under Section 4 of the Master Lease.

(v) Sublandlord shall not be deemed or construed in any way to indemnify Subtenant for any breach of the Master Lease or other actions or omissions of Master Landlord.

(vi) The Sublease does not confer upon Subtenant any expansion rights, whether by way of rights of first offer, rights of first refusal or otherwise, nor shall Subtenant have any option to renew or extend the Term of this Sublease.

7. **Subtenant's Obligations.** Subtenant covenants and agrees that all obligations of Sublandlord in its capacity as tenant under the Master Lease shall be done or performed by Subtenant with respect to the Sublease Premises, except as otherwise provided by this Sublease, and Subtenant's obligations shall run to Sublandlord and Master Landlord as Sublandlord may determine to be appropriate or be required by the respective interests of Sublandlord and Master Landlord; provided, however that such obligations shall only apply from and after the Sublease Commencement Date and ending on the Sublease Expiration Date. Subtenant agrees to indemnify Sublandlord, and hold it harmless, from and against all claims, damages, losses, expenses, and liabilities (including reasonable attorneys' fees) incurred because of the non-performance, non-observance, or non-payment of any of Sublandlord's (in its capacity as tenant) obligations under the Master Lease which, because of this Sublease, became an obligation of Subtenant. If Subtenant makes any payment to Sublandlord pursuant to this indemnity, then Subtenant shall be subrogated to the rights of Sublandlord concerning said payment. Subtenant shall not do, nor permit to be done, any act or thing which is, or with notice or the passage of time would be, a default under this Sublease or the Master Lease.

Subtenant shall not make any alterations, decorations, remodels, additions or improvements (collectively, "**Subtenant's Alterations**") in or to the Sublease Premises without (a) Sublandlord's prior written consent, which may be withheld in Sublandlord's reasonable discretion, (b) the prior consent approval of Master Landlord pursuant to Section 6 of the Master Lease, and (3) complying with all of the applicable terms and provisions of the Master Lease with respect to Subtenant's Alterations. Subtenant shall pay all costs and expenses of Subtenant's Alterations.

8. **Sublandlord's Obligations.** Sublandlord agrees that Subtenant shall be entitled to receive all services, repairs and obligations to be provided by Master Landlord to Sublandlord (in its capacity as tenant) under the Master Lease. Subtenant shall look solely to Master Landlord for all such services, including without limitation, Master Landlord's obligations under Section 4 of

the Master Lease, and shall not, under any circumstances, seek nor require Sublandlord to perform any of such services, nor shall Subtenant make any claim upon Sublandlord for any damages which may arise by reason of Master Landlord's default under the Master Lease. Any condition resulting from a default by Master Landlord shall not constitute, as between Sublandlord and Subtenant, an eviction, actual or constructive, of Subtenant, and no such default shall excuse Subtenant from the performance or observance of any of its obligations to be performed or observed under this Sublease or entitle Subtenant to receive any reduction in or abatement of the Rent provided for in this Sublease. In furtherance of the foregoing, Subtenant does hereby waive any cause of action and any right to bring any action against Sublandlord by reason of any act or omission of Master Landlord under the Master Lease. Sublandlord agrees to fully and timely pay all Rent and all Additional Rent, including, without limitation, all Operating Expense Components, to Master Landlord. If Sublandlord is in default under the Master Lease, because of a failure to timely pay any Rent or Additional Rent to Master Landlord, then Subtenant may, in the future, make all future Rent and Additional Rent payments directly to Master Landlord, and such payments shall suffice as payments of such Rent and Additional Rent to Sublandlord under this Sublease.

9. **Default by Subtenant.**

(a) Upon the happening of any of the following:

(i) Subtenant fails to pay any installment of Base Rental when due or fails to pay any other amount due from Subtenant hereunder within five (5) days after the due date thereof;

(ii) Subtenant fails to perform or observe any other covenant or agreement set forth in this Sublease and such failure continues for thirty (30) days after written notice thereof from Sublandlord to Subtenant; or

(iii) any other event occurs which involves Subtenant or the Sublease Premises and which would constitute a default under the Master Lease if it involved Sublandlord,

Subtenant shall be deemed to be in default hereunder, and Sublandlord may exercise, without limitation of any other rights and remedies available to it hereunder or at law or in equity, all rights and remedies of Master Landlord set forth in the Master Lease in the event of a default by Sublandlord in its capacity as tenant thereunder.

(b) In the event Subtenant fails or refuses to make any payment or perform any covenant or agreement to be performed hereunder by Subtenant and does not cure same within any applicable notice in cure period provided above, Sublandlord may make such payment or undertake to perform such covenant or agreement (but shall not have any obligation to Subtenant to do so). In such event, reasonable amounts so paid and amounts expended in undertaking such performance, together with all reasonable costs, expenses, attorneys' fees incurred by Sublandlord in connection therewith and interest thereon at an annual rate equal to the prime rate charged by Wells Fargo, National Association plus five percent (5%) shall be additional rent hereunder.

10. **Notices.** Anything contained in any provision of this Sublease to the contrary notwithstanding, Subtenant agrees, with respect to the Sublease Premises, to comply with and remedy any default in this Sublease or the Master Lease which is Subtenant's obligation to cure, within the period allowed to Sublandlord in its capacity as tenant under the Master Lease, even if such time period is shorter than the period otherwise allowed therein due to the fact that notice of

default from Sublandlord to Subtenant is given after the corresponding notice of default from Master Landlord to Sublandlord. Sublandlord agrees to forward to Subtenant, promptly upon receipt thereof by Sublandlord, a copy of each notice of default received by Sublandlord in its capacity as tenant under the Master Lease. Subtenant agrees to forward to Sublandlord, promptly upon receipt thereof, copies of any notices received by Subtenant from Master Landlord or from any governmental authorities which pertain to the Sublease Premise, this Sublease or the Master Lease. All notices, demands and requests shall be in writing and shall be sent either by hand delivery or by a nationally recognized overnight courier service (e.g., Federal Express), in either case return receipt requested, to the address of the appropriate party. Notices, demands, and requests so sent shall be deemed given when the same are received.

Notices to Sublandlord shall be sent to the attention of:

W/S Packaging Group, Inc.
6111 N River Rd
Suite 800
Rosemont, IL 60018
Attn: General Counsel, and email: legal@mcclabel.com

Notices to Subtenant shall be sent to the attention of:

Baker Metal Products, Inc.
Attn: Carolyn Beard
11140 Zodiac Lane
Dallas, TX 75229
Email: cbeard@bakermetal.com

11. **Broker.** Sublandlord and Subtenant represent and warrant to each other that, except for Jones Lange LaSalle ("**Subtenant's Broker**") and Jones Lange LaSalle ("**Sublandlord's Broker**"), no brokers were involved in connection with the negotiation or consummation of this Sublease. Sublandlord agrees to pay the commissions of Subtenant's Broker and Sublandlord's Broker pursuant to separate agreements. Each party agrees to indemnify the other, and hold it harmless, from and against all claims, damages, losses, expenses, and liabilities (including reasonable attorneys' fees) incurred by said party because of a breach of this representation and warranty by the other party.

12. **Delivery, Condition of Premises.** Sublandlord shall deliver possession of the Sublease Premises to Subtenant in its existing "AS IS, WHERE IS" condition, reasonable wear and tear and damage by fire or other casualty excepted, within five (5) days after Sublandlord receives Master Landlord's written consent to this Sublease. Sublandlord is not making any representation or warranty concerning the condition of the Sublease Premises, and Sublandlord is not obligated to perform any work to prepare the Sublease Premises for Subtenant's occupancy. Without limiting the generality of the effect of the foregoing and notwithstanding anything else contained in this Sublease to the contrary, Sublandlord shall not be deemed or construed to have made the representations and warranties, if any, of Master Landlord under the Master Lease with respect to the condition of the Sublease Premises. Subtenant acknowledges that it is not authorized to make or do any alterations or improvements in or to the Sublease Premises except as permitted

by the provisions of this Sublease and the Master Lease and that it must deliver the Sublease Premises to Sublandlord on the Sublease Expiration Date in the condition required by the Master Lease.

13. **Consent of Master Landlord.** Section 14 of the Master Lease requires Sublandlord to obtain the written consent of Master Landlord to this Sublease. Sublandlord shall solicit Master Landlord's consent to this Sublease promptly following the execution and delivery of this Sublease by Sublandlord and Subtenant. In the event Master Landlord's written consent to this Sublease has not been obtained within seven (7) days after the execution hereof, then this Sublease may be terminated by either party hereto upon notice to the other, and upon such termination neither party hereto shall have any further rights against or obligations to the other party hereto.

14. **Termination of the Master Lease.** If for any reason the term of the Master Lease shall terminate prior to the Sublease Expiration Date, then this Sublease shall automatically be terminated and Sublandlord shall not be liable to Subtenant by reason thereof unless said termination shall have been caused by the default of Sublandlord under the Master Lease and said Sublandlord default was not because of a Subtenant default hereunder.

15. **Assignment and Subletting.**

(a) Independent of and in addition to any provisions of the Master Lease, including without limitation the obligation to obtain Master Landlord's consent to any assignment or subletting, it is understood and agreed that Subtenant shall have no right to sublet the Sublease Premises or any portion thereof or any right or privilege appurtenant thereto; provided, however, that Subtenant shall have the right to assign this Sublease or any interest therein, and to suffer or permit any other person (other than agents, servants or associates of the Subtenant) to occupy or use the Sublease Premises, only upon the prior written consent of Sublandlord, which consent shall not be unreasonably withheld, or Master Landlord. Any assignment by Subtenant without Sublandlord's prior written consent shall be void and shall, at the option of Sublandlord, terminate this Sublease.

(b) Subtenant shall advise Sublandlord by notice of (i) Subtenant's intent to assign this Sublease, (ii) the name of the proposed assignee and evidence reasonably satisfactory to Sublandlord that such proposed assignee is comparable in reputation, stature and financial condition to tenants then leasing comparable space in comparable buildings, and (iii) the terms of the proposed assignment. Sublandlord shall, within thirty (30) days of receipt of such notice, and any additional information requested by Master Landlord concerning the proposed assignee's financial responsibility, elect one of the following:

- (i) Consent to such proposed assignment;
- (ii) Refuse such consent, which refusal shall be on reasonable grounds; or
- (iii) Elect to terminate this Sublease.

(c) If Sublandlord shall consent to an assignment under the provisions of this Section 15, Subtenant shall pay Sublandlord's reasonable processing costs and reasonable attorneys' fees incurred in giving such consent. Notwithstanding any permitted assignment, Subtenant shall always remain directly, primarily, and fully responsible and liable for all payments owed by Subtenant under this Sublease and for compliance with all obligations under the terms, provisions, and covenants of this Sublease.

16. **Limitation of Estate.** Subtenant's estate shall in all respects be limited to, and be construed in a fashion consistent with, the estate granted to Sublandlord by Master Landlord. Subtenant shall stand in the place of Sublandlord and shall defend, indemnify, and hold Sublandlord harmless with respect to all covenants, warranties, obligations, and payments made by Sublandlord under or required of Sublandlord by the Master Lease with respect to the Sublease Premises. In the event Sublandlord is prevented from performing any of its obligations under this Sublease by a breach by Master Landlord of a term of the Master Lease, then Sublandlord's sole obligation regarding its obligation under this Sublease shall be to use reasonable efforts in diligently pursuing the correction or cure by Master Landlord of Master Landlord's breach.

17. **Miscellaneous.** This Sublease shall be binding upon and shall inure to the benefit of both Sublandlord and Subtenant, as well as their respective successors and permitted assigns. If any term, covenant, or condition of this Sublease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Sublease, as amended, shall not be affected thereby and each term, covenant, or condition of the Sublease, as amended, shall be valid and be enforced to the fullest extent permitted by law. The parties represent that they each have full authority to enter this Sublease. This Sublease may be executed in any number of counterparts via facsimile or electronic transmission or otherwise, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Sublease may be signed by electronic signature (including, without limitation, third party electronic signature software such as DocuSign or RightSignature) and the parties agree to accept such electronic signatures as fully authenticate signatures.

18. **Entire Agreement; Governing Law.** It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Sublease and this Sublease supersedes and cancels all previous negotiations, arrangements, brochures, agreements, and understandings, if any, between the parties hereto or displayed by Sublandlord to Subtenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Sublease. This Sublease, and the exhibits and schedules attached hereto, contain all the terms, covenants, conditions, warranties, and agreements of the parties relating in any manner to the rental, use and occupancy of the Sublease Premises and shall be the only agreements between the parties hereto and their representatives and agents. None of the terms, covenants, conditions, or provisions of this Sublease can be modified, deleted, or added to except in writing signed by the parties hereto. All negotiations and oral agreements acceptable to both parties have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the representations and agreements contained in this Sublease. This Sublease shall be construed in accordance with the laws of the state or commonwealth in which the Sublease Premises is located.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties enter into this Sublease as of the Effective Date.

SUBLANDLORD:

W/S PACKAGING GROUP, INC.,
a Wisconsin corporation

By: Josh Arnold
Name: Josh Arnold
Its: Sr. Manager, Real Estate

SUBTENANT:

BAKER METAL PRODUCTS, INC.,
a Texas corporation

By: Carolyn Beard
Name: Carolyn Beard
Its: VP/CFO

~~This Sublease is hereby consented to by Master Landlord.~~ J. Arnold

~~MASTER LANDLORD:~~

~~[Westcore Entity],~~
~~a~~

~~By: _____~~
~~Name: _____~~
~~Its: _____~~

~~Date of consent: _____, 2023~~

EXHIBIT A
COPY OF MASTER LEASE

See attached