

# **EXHIBIT J**

# BakerHostetler

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March 26, 2025

***Via UPS Overnight Delivery and  
via electronic mail (elizabeth.cox@eqtexeter.com)***

Mr. Brian Fogarty  
Exeter 870 Claycraft, L.P.  
c/o EQT Exeter  
Five Radnor Corporate Center  
100 Matsonford Road, Suite 250  
Radnor, PA 19087

Ms. Elizabeth Cox  
Property Manager  
EQT Exeter  
605 S. Front Street, Suite 320  
Columbus, OH, 43215

**Re: Lease Agreement dated November 29, 2019 between Exeter 870 Claycraft, L.P., as Landlord, and ADB Safegate Americas LLC, as Tenant, for 870 Claycraft Road, Gahanna, Ohio 43230 (the “Lease”)**

Dear Mr. Fogarty and Ms. Cox:

We represent ADB Safegate Americas, LLC (“**ADB Safegate**”). We are in receipt of your letter dated March 13, 2025 regarding the final notice of demand for payment with regard to the above-referenced Lease, which Lease expired on February 29, 2024.

ADB Safegate has previously and continues to dispute the claimed amounts owed for the 2021, 2022 and 2023 CAM reconciliations as such amounts were not timely reconciled or billed as set forth in the Lease. Section 12(b) of the Lease specifically states that “Within forty five (45) days after the end of each calendar year of the term of this Lease, or any renewal term thereof, Landlord shall furnish to Tenant a statement of actual amount of Tenant’s proportionate share of Landlord’s Operating Expenses incurred by Landlord during the preceding calendar year.” Thereafter, any amounts due by Tenant shall be paid in ten (10) days after Landlord’s annual statement. The annual reconciliation of Operating Expenses by the date required by the Lease is mandatory and

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Landlord having failed to provide such reconciliations in a timely manner waived its rights to reconcile the Operating Expenses for such year and such later reconciliation is prohibited by the terms of the Lease.

As shown by Landlord's own accounting attached to the demand letter, none of the 2021, 2022 or 2023 annual reconciliations were timely reconciled or billed in accordance with the Lease – 2021 was not reconciled until April 11, 2023; 2022 was not reconciled until August 28, 2023; and 2023 was not reconciled until November 12, 2024. ADB Safegate has previously disputed these amounts on several occasions with Landlord and has never received a response to such disputes. As Landlord was not permitted to reconcile these expenses after the dates required by the Lease, Landlord's claim to interest and late fees on these amounts is also null and void.

The only timely reconciliation of operating expenses was for calendar year 2024 in the amount of \$16,292.36 which ADB Safegate previously acknowledged and agreed to pay. As Landlord has previously inappropriately applied ADB Safegate's security deposit in the amount of \$20,000.00 toward the operating expenses that were not allowed to be reconciled, the security deposit should be credited against the 2024 CAM reconciliation with the balance of \$3,707.64 being immediately refunded to ADB Safegate.

Feel free to contact me if you have any additional questions or would like to discuss this matter in greater detail.

Sincerely,



Jeffrey W. Stiltner, Esq.

cc: Michael Morrow, Director, Special Projects (*via email*)  
Todd Kegler, Esq. (*via email*)