

LEASE AGREEMENT

This Lease Agreement (this “*Lease*”) is entered into between **Tower 4 Owner, LLC**, a Delaware limited liability company (“*Landlord*”), and **US Radiology Specialists, Inc.**, a Delaware corporation (“*Tenant*”), effective as of the date set forth below Landlord’s signature (the “*Effective Date*”).

1. **Basic Lease Information.** Key business terms used in this Lease are defined as follows and/or are set forth below:

A. “***Building***”: The building located at 4200 Six Forks Road, Raleigh, North Carolina 27609, commonly known as “North Hills Tower Four”.

B. “***Rentable Square Footage of the Building***” is 346,419 square feet.

C. “***Premises***”: The shaded area depicted on **Exhibit A** to this Lease, located on floor 10 of the Building. The “***Rentable Square Footage of the Premises***” is 22,015 square feet.

D. “***Base Rent***”:

			Annual Rate Per Rentable Square	Monthly Base Rent
<u>Period</u>			<u>Foot</u>	
February 1, 2021	to	September 30, 2021	\$21.13	\$38,755.57*
October 1, 2021	to	January 31, 2022	\$42.25	\$77,511.15
February 1, 2022	to	January 31, 2023	\$43.52	\$79,841.07
February 1, 2023	to	January 31, 2024	\$44.83	\$82,244.37
February 1, 2024	to	January 31, 2025	\$46.17	\$84,702.71
February 1, 2025	to	January 31, 2026	\$47.56	\$87,252.78
February 1, 2026	to	January 31, 2027	\$48.99	\$89,876.24

* Subject to **Section 19.E** of this Lease and provided that no event of default has occurred under this Lease, the monthly Base Rent of \$77,511.15 shall be abated in part, as applicable, and reduced to this amount.

E. “***Term***”: The period of approximately 64 months starting on the Commencement Date and ending on the Expiration Date, subject to the provisions of **Section 3**.

F. “***Base Year***” for Operating Expenses: 2021.

G. “***Commencement Date***”: The earlier of (1) the date that is 120 days following the Delivery Date or (2) the date Tenant takes possession of any part of the Premises for purposes of conducting business.

H. “***Security Deposit***”: \$850,000.00, subject to **Section 6.B** below.

I. “***Guarantor(s)***”: N/A.

J. "Notice Addresses":

Tenant: On or after the Commencement Date, notices shall be sent to Tenant at the Premises. Prior to the Commencement Date, notices shall be sent to Tenant at the following address:

US Radiology Specialists, Inc. 700 E. Morehead Street, Suite 300 Charlotte, NC 28202 Attn: Dave Wagnon, CFO Phone #: (704) 334-7800	With a copy to: US Radiology Specialists, Inc. 700 E. Morehead Street, Suite 300 Charlotte, NC 28202 Attn: Julie Szeker, General Counsel Phone #: (704) 334-7830
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<i>Landlord:</i>	<i>With a copy to:</i>	<i>And to:</i>
Tower 4 Owner, LLC 712 Main Street, Suite 2500 Houston, Texas 77010 Attn: Asset Manager Phone #: (713) 533-5860	Kane Realty Corporation 4321 Lassiter at North Hills Avenue, Suite 250 Raleigh, NC 27609 Attn: Office Asset Manager	Jackson Walker L.L.P. 1401 McKinney Street, Suite 1900 Houston, Texas 77010 Attn: Kurt D. Nondorf Phone #: (713) 752-4200

K. Rent Payment Information. Rent is payable to the order of Tower 4 Owner, LLC, at the following address, which may be changed by Landlord from time to time, by providing prior written notice to Tenant:

Overnight Address:

Tower 4 Owner, LLC
4321 Lassiter at North Hills Avenue, Suite 250
Raleigh, NC 27609

L. Defined Terms. In addition to the terms defined above, all capitalized terms used in this Lease (including any exhibits or riders hereto) shall have the meanings set forth on **Exhibit H** or as otherwise expressly set forth in this Lease or the exhibits or riders, as applicable.

2. Lease Grant. Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord, together with the right in common with others to use the Common Areas. Tenant's use of the Common Areas shall be subject to all applicable Law and Regulations. Tenant shall have access to the Premises 24 hours per day, 7 days per week, subject to access procedures required by Landlord, the Regulations, Force Majeure, maintenance and repair, emergencies, governmental restrictions, casualty, condemnation and other limitations set forth in this Lease; provided Landlord shall have no liability if Tenant is prevented access for any reason.

3. Term; Adjustment of Commencement Date.

A. Term. The Term of this Lease shall commence on the Commencement Date. If Landlord is delayed in delivering possession of the Premises due to any reason, including, without limitation, the holdover or unlawful possession of such space by any third party, such delay shall not be a default by Landlord or otherwise render Landlord liable for damages, and Tenant's sole

remedies will be as set forth in **Section 3.C** below. If requested by Landlord, Tenant shall execute within 10 days of delivery, a commencement letter agreement substantially in the form attached as **Exhibit D**, failing which Tenant shall be deemed to have agreed with the matters set forth therein. Notwithstanding the foregoing or anything else contained herein, the date of the Commencement Date shall be extended, on a day for day basis, for each day, if any, of delays in completion of the Tenant Work to the extent attributable to Landlord Delay.

B. Acceptance of Premises. The Premises is accepted by Tenant in “as is” condition and configuration. Tenant agrees that the Premises are in good order and satisfactory condition and that neither Landlord nor Landlord’s agents has made any representations or warranties of any kind, express or implied, regarding the Premises, the Building or the Property. Tenant has not relied on any representations and warranties made by Landlord, any of Landlord’s agents or any other Landlord Party. Tenant acknowledges that Landlord has not undertaken to perform any modification, alteration or improvement to the Premises. Nothing in this **Section 3.B** shall relieve Landlord from any of its express repair or maintenance obligations under **Section 9.B** of this Lease. Tenant waives (i) any claims due to defects in the Premises; and (ii) all express and implied warranties of suitability, habitability, and fitness for any particular purpose. Tenant waives the right to terminate this Lease due to the condition of the Premises.

C. Delivery of Premises. Landlord will use commercially reasonable efforts to deliver the Premises to Tenant, with the Building shell in the condition described on **Exhibit K** attached hereto, by October 1, 2020 (the “**Estimated Delivery Date**”) for the purposes of conducting Tenant Work. The actual date of delivery of the Premises to Tenant, whether such occurs before or after the Estimated Delivery Date, shall be referred to herein as the “**Delivery Date**”. Notwithstanding the foregoing, but subject to force majeure, if Landlord is delayed in delivering possession of the Premises to Tenant by the Estimated Delivery Date due to any reason, such delay shall not be a default by Landlord, render this Lease void or voidable, or otherwise render Landlord liable for damages; provided, however, (i) if the Delivery Date has not occurred on or before November 1, 2020, then Tenant shall receive a credit against Base Rent first becoming due on a per diem basis equal to one day for each day of postponement of the Delivery Date beyond November 1, 2020, or (ii) if the Delivery Date has not occurred by June 1, 2021, then Tenant shall have the right to terminate this Lease by providing Landlord written notice thereof at any time after June 1, 2021, but prior to the date on which the Delivery Date occurs.

4. Rent.

A. Payments. Base Rent and Landlord’s estimate of Tenant’s Pro Rata Share of Excess Operating Expenses shall be due and payable in advance on the first day of each calendar month without notice, demand or setoff, provided that the installment of Base Rent for the first full calendar month of the Term shall be payable upon the execution of this Lease by Tenant. All other items of Rent shall be due and payable by Tenant on or before 30 days after billing. Base Rent and Landlord’s estimate of Tenant’s Pro Rata Share of any Excess Operating Expenses for a partial month shall be prorated on a daily basis. Tenant’s covenant to pay Rent is independent of every other covenant in this Lease.

B. Estimated Operating Expenses. On or about January 1 of each calendar year, Landlord shall provide Tenant with a good faith estimate of the Excess Operating Expenses for

the coming calendar year. If Landlord determines that its estimate of the Excess Operating Expenses was incorrect, Landlord may provide Tenant with a revised estimate. Thereafter, Tenant's monthly payments shall be based upon the revised estimate. If Landlord does not provide such estimate by January 1 of a calendar year, Tenant shall pay monthly installments based on the most recent estimate delivered until Landlord provides Tenant with the new estimate. Tenant's Pro Rata Share of Excess Operating Expenses for any calendar year shall never be less than \$0.00. Notwithstanding the foregoing, commencing on January 1, 2021, the amount of Controllable Expenses that Landlord may include in its calculation of Operating Expenses for any calendar year shall not increase by more than 6% per calendar year on a cumulative, compounded basis. However, any increases in Operating Expenses not recovered by Landlord due to the foregoing limitation shall be carried forward into succeeding calendar years during the Term and any renewal periods (subject to the foregoing limitation) until fully recouped by Landlord. For example, if Controllable Expenses were \$100.00 in 2021, then the total Controllable Expenses that could be included in Operating Expenses in 2022 would be \$106.00, for 2023 the amount would be \$112.36, for 2024 the amount would be \$119.10, and so on. In the preceding example, if Controllable Expenses in both 2022 and 2023 were \$109.00, then Landlord could include only \$106.00 in Operating Expenses in 2022, but \$112.00 (the Controllable Expenses plus the carry-forward from 2022) in 2023.

C. Reconciliation of Operating Expenses. As soon as practicable after the end of each calendar year, but in no event no later than June 1 of each year during the Term, Landlord shall furnish Tenant with a statement of the estimated Operating Expenses and the actual Operating Expenses for such calendar year. If estimated Excess Operating Expenses paid by Tenant are less than actual Excess Operating Expenses for such calendar year, Tenant shall pay the difference to Landlord within 30 days after demand, and if such estimated Operating Expenses are more than actual, Tenant shall receive a credit for the difference against Rent next due.

D. Adjustment. If the Building is not 100% occupied during any full or partial calendar year or if Landlord is not supplying services to 100% of the total Rentable Square Footage of the Building during a full or partial calendar year, Operating Expenses shall be determined as if the Building had been 100% occupied and Landlord had been supplying services to 100% of the Rentable Square Footage of the Building during that period.

E. Audit Rights. Within 60 days after Landlord furnishes its statement of actual Operating Expenses for any calendar year (the "***Audit Election Period***"), Tenant may, at its expense, elect to audit Landlord's Operating Expenses for such calendar year only (including the Base Year), subject to the following conditions: (1) there is no uncured event of default under this Lease; (2) the audit shall be prepared by an independent certified public accounting firm of recognized national standing; (3) in no event shall any audit be performed by a firm retained on a "contingency fee" basis; (4) the audit shall commence within 30 days after Landlord makes Landlord's books and records available to Tenant's auditor and shall conclude within 60 days after commencement; (5) the audit shall be conducted during Landlord's normal business hours at the location where Landlord maintains its books and records and shall not unreasonably interfere with the conduct of Landlord's business; (6) Tenant and its accounting firm shall treat any audit in a confidential manner and shall each execute Landlord's confidentiality agreement for Landlord's benefit prior to commencing the audit; and (7) the accounting firm's audit report shall, at no charge to Landlord, be submitted in draft form for Landlord's review and comment before the final

approved audit report is delivered to Landlord, and any reasonable comments by Landlord shall be incorporated into the final audit report. Notwithstanding the foregoing, Tenant shall have no right to conduct an audit if Landlord furnishes to Tenant an audit report for the calendar year in question prepared by an independent certified public accounting firm of recognized national standing (whether originally prepared for Landlord or another party). This paragraph shall not be construed to limit, suspend, or abate Tenant's obligation to pay Rent when due, including estimated Operating Expenses. Landlord shall credit any overpayment determined by the final approved audit report against the next Rent due and owing by Tenant or, if no further Rent is due, refund such overpayment directly to Tenant within 30 days of determination. Likewise, Tenant shall pay Landlord any underpayment determined by the final approved audit report within 30 days of determination. The foregoing obligations shall survive the expiration or termination of this Lease. If the audit proves that Landlord's calculation of Operating Expenses for the calendar year under inspection was overstated by more than 5%, then, after verification, Landlord shall pay Tenant's actual reasonable out-of-pocket audit and inspection fees (but specifically excluding any travel and lodging expenses) applicable to the review of said calendar year statement within 30 days after receipt of Tenant's invoice therefor but not to exceed \$5,000.00. If Tenant does not give written notice of its election to audit Landlord's Operating Expenses during the Audit Election Period, Landlord's Operating Expenses for the applicable calendar year shall be deemed approved for all purposes, and Tenant shall have no further right to review or contest the same. The right to audit granted hereunder is personal to the initial Tenant named in this Lease and to any assignee under a Permitted Transfer and shall not be available to any subtenant under a sublease of the Premises.

5. Tenant's Use of Premises.

A. Permitted Uses. The Premises shall be used only for general office use (the "*Permitted Use*") and for no other use whatsoever. Tenant shall not use or permit the use of the Premises for any Prohibited Uses or for any purpose which is illegal, creates obnoxious odors (including tobacco smoke), noises or vibrations, is dangerous to persons or property, could increase Landlord's insurance costs, or which, in Landlord's reasonable opinion, unreasonably disturbs any other tenants of the Building or interferes with the operation or maintenance of the Property.

B. Compliance with Laws. All Tenant Parties shall comply with all Laws and Regulations. Tenant shall, promptly after receipt, provide Landlord with copies of any notices Tenant receives regarding a violation or alleged violation of any Laws.

C. Tenant's Security Responsibilities. Tenant acknowledges that any security or safety measures employed by Landlord are for the protection of Landlord's own interests; that Landlord is not a guarantor of the security or safety of the Tenant Parties or their property; and that such security and safety matters are the responsibility of Tenant and the local law enforcement authorities.

D. Building LEED Certification. Tenant shall operate and maintain the Premises in compliance with the requirements set forth on **Exhibit L** attached hereto to maintain the LEED certification of the Building.

6. Security Deposit.

A. Security Deposit. The Security Deposit shall be delivered to Landlord upon the execution of this Lease by Tenant and may be held by Landlord in commingled accounts (without liability for interest, except to the extent required by Law) as security for the performance of Tenant's obligations under this Lease. Landlord may, from time to time while an event of default remains uncured, use all or a portion of the Security Deposit to cure any uncured default by Tenant. If Landlord uses the Security Deposit, Tenant shall on demand restore the Security Deposit to its original amount. If the Rentable Square Footage of the Premises is increased, Tenant shall, at the time of such increase, deposit with Landlord additional money as a security deposit so that the total amount of the Security Deposit held by Landlord at the time of such increase bears the same proportion to the then current Rentable Square Footage of the Premises as the initial Security Deposit bears to the Rentable Square Footage of the Premises at the time of such increase. Further, in the event that Tenant fails to timely pay rent on more than 2 occasions during the Term, then following the 3rd such late payment and after each late payment thereafter, Landlord shall have the right, which may be exercised by Landlord by providing Tenant with written notice thereof, to increase the Security Deposit held by Landlord under this Lease by an amount equal to the sum of one month of Base Rent (based on the then-last months' Base Rent due for the Term) and one month of Tenant's Share of Excess Operating Expenses (based on the then-current estimate for such expenses). Provided that Tenant has performed all of its obligations hereunder, Landlord shall return any unapplied portion of the Security Deposit to Tenant within 30 days after the later to occur of: (A) the date Tenant surrenders possession of the Premises to Landlord in accordance with this Lease; or (B) the Expiration Date. Tenant does hereby authorize Landlord to withhold from the Security Deposit all amounts allowed by Law and the amount reasonably anticipated by Landlord to be owed by Tenant as a result of an underpayment of Tenant's Pro Rata Share of Excess Operating Expenses for the final year of the Term. If Landlord transfers its interest in the Premises, Landlord shall assign the Security Deposit to the transferee in writing, and following written notice to Tenant thereof, Landlord shall have no further liability for the Security Deposit. Landlord reserves the right, upon at least 30 days' prior written notice to Tenant, to require Tenant to deliver to Landlord a letter of credit in lieu of a cash security deposit, and Landlord will return the cash security deposit within 10 days after Landlord's receipt of the letter of credit. Any such letter of credit shall be from a financial institution reasonably acceptable to Landlord and in a form acceptable Landlord.

B. Reduction of Security Deposit.

(1) Upon the completion of the 18th full calendar month following the Commencement Date and the Tenant's delivery of evidence reasonably satisfactory to Landlord that the EBITDA Condition (as defined below) has been satisfied (the date on which both conditions are met hereinafter referred to as the "**Return Date**"), so long as no event of default shall have occurred under this Lease and continued beyond any applicable notice and cure period, then, following the written request of Tenant given at any time after such Return Date, Landlord shall refund to Tenant, within 30 days of Tenant's written request, \$580,371.28 from the Security Deposit. The term "**EBITDA Condition**" means that Tenant's EBITDA over a trailing twelve month period is an amount equal to or exceeding \$125,000,000.

(2) In the event Tenant does not request a refund from Landlord pursuant to **Section 6.B(1)** above prior to the expiration of the 24th full calendar month following the Commencement Date, and so long as no event of default shall have occurred under this Lease and

continued beyond any applicable notice and cure period, then, (a) following the written request of Tenant given at any time after 24th full calendar month following the Commencement Date, Landlord shall refund to Tenant, within 30 days of Tenant's written request, \$425,000.00 from the Security Deposit; and (b) following the written request of Tenant given at any time after 48th full calendar month following the Commencement Date, Landlord shall refund to Tenant, within 30 days of Tenant's written request, an additional \$155,371.28 from the Security Deposit.

(3) The term "Security Deposit", as used herein, shall automatically be deemed to refer only to the amount being held by Landlord as a Security Deposit after any such refund. Nothing contained in this **Section 6.B** shall be deemed to restrict or modify in any way any of Landlord's rights with respect to the Security Deposit during any time that such Security Deposit is held by Landlord as provided in this Lease.

7. Services Furnished by Landlord.

A. Standard Services. Subject to the provisions of this Lease, Landlord agrees to furnish (or cause a third party provider to furnish) the following services to Tenant during the Term: (1) cold water service; (2) Building standard heat and air conditioning ("**HVAC**") in season during Normal Business Hours, but on Saturday and at times other than Normal Business Hours, only if Tenant has requested such service in writing at least 48 hours in advance, and Tenant shall pay Landlord for HVAC service supplied outside of Normal Business Hours at a rate equal to \$45.00 per operating hour per zone (2 hour minimum), as adjusted by Landlord from time to time; (3) janitorial service 5 days per week (excluding Holidays), provided that if Tenant's use of the Premises, floor covering or other improvements require special services in excess of the standard services for the Building, Tenant shall pay the additional cost attributable thereto; and (4) electricity to the Premises for customary lighting, office machines and other equipment of low electrical consumption, in accordance with and subject to the terms and conditions in **Section 8**.

B. Service Interruptions. Upon the occurrence of a Service Failure, Landlord shall use all commercially reasonable efforts to remove the Service Failure, although no Service Failure shall constitute a constructive eviction of Tenant, give rise to an abatement of Rent, or relieve Tenant from the obligation to fulfill any covenant or agreement, except as provided herein. If a Service Failure occurs in which Essential Services are not being provided to more than 25% of the Premises, and such Service Failure continues for 6 or more consecutive Business Days, then commencing on the 6th consecutive Business Day after such Service Failure and continuing until such Service Failure has been restored, Tenant, as its sole remedy, shall be entitled to an equitable diminution of Base Rent and Tenant's Pro Rata Share of Excess Operating Expenses based upon the pro rata portion of the Premises which is rendered unfit for occupancy for the Permitted Use. In the event of any conflict between this **Section 7.B** and the casualty and condemnation provisions of **Sections 16** and **17**, the latter shall control. In no event shall Landlord be liable to Tenant for any loss or damage, including the theft of Tenant's Property, arising out of or in connection with any Service Failure or the failure of any Building safety services, personnel or equipment.

C. Third Party Services. If Tenant desires any service which Landlord has not specifically agreed to provide in this Lease, Tenant shall procure such service directly from a reputable third party service provider ("**Provider**") for Tenant's own account. Tenant shall require each Provider to comply with Laws and Regulations. All Providers utilizing any area of the

Property outside the Premises shall be approved by Landlord, such approval not to be unreasonably withheld, conditioned or delayed, and enter into a written agreement acceptable to Landlord prior to gaining access to, or making any installations in or through, such area.

8. Use of Electrical Services by Tenant.

A. Landlord's Electrical Service. Landlord shall have and retain the sole right to select and/or change the provider of electrical services to the Building and/or the Property. All costs of electrical consumption at the Premises in excess of that which Landlord reasonably determines is Building standard shall be paid by Tenant.

B. Submetering. If the Premises is not submetered as of the Commencement Date, Landlord shall have the right, upon 30 days written notice, to install a submeter for the Premises at Tenant's expense, but such expense shall only be charged to Tenant if Landlord is installing submeters for all or substantially all tenants or has a reasonable belief that Tenant's electrical consumption is above building standard. If such submetering is installed, Tenant shall pay the cost of service reflected by the submeter, but Tenant shall remain obligated to pay Tenant's Pro Rata Share of the cost of electrical services as provided in **Section 4.B** to the extent attributable to furnishing electrical service in the Building generally.

9. Repairs and Alterations.

A. Tenant's Repair Obligations. Tenant shall keep the Premises in good condition and repair, ordinary wear and tear excepted, and make repairs to and perform maintenance upon the Premises (unless such repairs and maintenance are expressly Landlord's responsibility pursuant to **Section 9.B** below). If any portion of the Premises is visible from any Common Area, such portion of the Premises shall be kept neat and clean. Prior to performing any such repair obligation, Tenant shall give written notice to Landlord describing the necessary maintenance or repair. Upon receipt of such notice, Landlord may elect either to perform any of the maintenance or repair obligations specified in such notice, or require that Tenant perform such obligations by using contractors approved by Landlord. All work shall be performed at Tenant's expense in accordance with the procedures described in **Section 9.B** below.

B. Landlord's Repair Obligations. Landlord shall keep in good condition and repair, ordinary wear and tear excepted, the following: (1) structural elements of the Building; (2) standard mechanical (including HVAC), electrical, plumbing and fire/life safety systems serving the Building generally; (3) Common Areas within the Building; (4) the roof of the Building; (5) exterior windows of the Building; and (6) elevators serving the Building. Tenant shall pay the costs of the foregoing maintenance or repair to the extent necessitated due to the acts or omissions of any Tenant Party.

C. Alterations. Tenant shall not make alterations, additions or improvements to the Premises or install any cable in the Premises or other portions of the Building (collectively, "**Alterations**") without first obtaining the written consent of Landlord. Prior to starting work on any Alteration, Tenant shall furnish to Landlord for review and approval: plans and specifications; names of proposed contractors (provided that Landlord may designate specific contractors with respect to Building systems); copies of contracts; necessary permits and approvals; evidence of

contractors' and subcontractors' insurance; and Tenant's security for performance of the Alteration. Changes to the plans and specifications must also be submitted to Landlord for its approval. Landlord's approval of an Alteration shall not be a representation by Landlord that the Alteration complies with applicable Laws or will be adequate for Tenant's use. Alterations shall be constructed in a good and workmanlike manner in accordance with Laws and Regulations and insurance requirements, using materials of a quality that is at least equal to the quality designated by Landlord as the minimum standard for the Building. Tenant shall reimburse Landlord for reasonable and actual out-of-pocket sums paid by Landlord for third party examination of Tenant's plans for Alterations, as well as any actual oversight and coordination fee, not to exceed 5%, paid by Landlord to any third party. Notwithstanding the foregoing, Landlord's consent shall not be required for any Alteration that is of a cosmetic nature such as painting, wallpapering and carpeting; is not visible from outside the Premises; and will not affect the systems or structure of the Building. No later than 30 days after completion of the Alterations, Tenant shall furnish "as-built" plans, completion affidavits, full and final waivers of liens, receipts and bills covering all labor and materials.

10. Entry by Landlord. After reasonable notice, Landlord, its agents, contractors and representatives may enter the Premises to inspect or show the Premises, to clean and make repairs, alterations or additions to the Premises, and to conduct or facilitate repairs, alterations or additions to any portion of the Building. No notice shall be required in emergencies or to provide janitorial and other Building services after Normal Business Hours. Landlord shall have the right in emergencies to temporarily close all or a portion of the Premises to perform repairs, alterations and additions, if reasonably necessary for the protection and safety of Tenant and its employees. Entry by Landlord for any reason contemplated by this Lease shall not constitute a constructive eviction or entitle Tenant to an abatement or reduction of Rent.

11. Assignment and Subletting.

A. Landlord's Consent Required. Subject to the remaining provisions of this **Section 11**, but notwithstanding anything to the contrary contained elsewhere in this Lease, Tenant shall not assign, transfer or encumber any interest in this Lease (either absolutely or collaterally) or sublease or allow any third party to use any portion of the Premises (collectively or individually, a "**Transfer**") without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Without limitation, Tenant agrees that Landlord's consent shall not be considered unreasonably withheld, conditioned or delayed if: (1) the proposed transferee's financial condition does not meet the criteria Landlord uses to select Building tenants having similar leasehold obligations; (2) the proposed transferee is a governmental organization or present occupant of the Property, or Landlord is otherwise engaged in lease negotiations with the proposed transferee for other premises in the Property; (3) any uncured event of default exists under this Lease (or a condition exists which, with the passage of time or giving of notice, would become an event of default); (4) any portion of the Building or Premises would likely become subject to additional or different Laws as a consequence of the proposed Transfer; (5) the proposed transferee's use of the Premises conflicts with the Permitted Use or any exclusive usage rights granted to any other tenant in the Building; (6) the use, nature, business, activities or reputation in the business community of the proposed transferee (or its principals, employees or invitees) does not meet Landlord's standards for Building tenants; (7) either the Transfer or any consideration payable to Landlord in connection therewith adversely affects the real estate investment trust (or

pension fund) qualification tests applicable to Landlord or its Affiliates; or (8) the proposed transferee is then currently, or has been in the past year, involved in litigation with Landlord or any of its Affiliates. Tenant shall not be entitled to receive monetary damages based upon a claim that Landlord unreasonably withheld its consent to a proposed Transfer and Tenant's sole remedy shall be an action to enforce any such provision through specific performance or declaratory judgment. Any attempted Transfer in violation of this Section is voidable at Landlord's option.

B. Consent Parameters/Requirements. As part of Tenant's request for, and as a condition to, Landlord's consent to a Transfer, Tenant shall provide Landlord with financial statements for the proposed transferee, a complete copy (unexecuted) of the proposed assignment or sublease and other contractual documents, and such other information as Landlord may reasonably request. Landlord shall then have the right to terminate this Lease in the event that the proposed Transfer is (i) an assignment of this Lease or (ii) a sublease of all of the Premises for the remainder of the then-current Term of this Lease (each, a "***Recapture Transfer***"). In either of such events, Landlord shall have the right (but not the obligation) to terminate this Lease as of the date the Recapture Transfer would have been effective. Further, in either of such events, Tenant shall vacate the Premises in accordance with the terms and conditions of this Lease no later than such termination date, and upon Tenant's vacating of the Premises, Tenant shall have no further rights or obligations hereunder, except those that have accrued prior to the such termination date and those that expressly survive the expiration or earlier termination of this Lease. Except to the extent set forth above, in no event shall any Transfer release or relieve Tenant from any obligation under this Lease, nor shall the acceptance of Rent from any assignee, subtenant or occupant constitute a waiver or release of Tenant from any of its obligations or liabilities under this Lease. Tenant shall reimburse Landlord an amount equal to Landlord's reasonable and actual out-of-pocket costs for the review of any requested Transfer.

C. Payment to Landlord. If the aggregate consideration paid to a Tenant Party for a Transfer exceeds that payable by Tenant under this Lease (prorated according to the transferred interest), Tenant shall pay Landlord, within 30 days after Tenant's receipt of such excess consideration, 50% of such excess (after deducting therefrom reasonable costs paid to unaffiliated third parties in connection with the Transfer, with proof of same provided to Landlord). If any uncured event of default exists under this Lease, Landlord may require that all sublease payments be made directly to Landlord.

D. Change in Control of Tenant. If Tenant is a corporation, limited liability company, partnership, or similar entity, and if there is a change in control of Tenant (including by merger, consolidation or reorganization) and/or its immediate parent entity (but not including any parent entity further upstream than Tenant's immediate parent entity), such change of control shall constitute a Transfer. The foregoing shall not apply so long as, both before and after the Transfer, Tenant is an entity whose outstanding stock is listed on a recognized U.S. securities exchange, or if at least 80% of its voting stock is owned by another entity, the voting stock of which is so listed; provided, however, Tenant shall give Landlord written notice at least 30 days prior to the effective date of such change in control. Landlord shall treat the information contained in such written notice as confidential pursuant to **Section 29.M** below. Notwithstanding the foregoing, in the event that a foregoing change in control is occurring in the context of a merger, consolidation, asset sale or other combination transaction that is confidential, including a Permitted Transfer, Tenant shall only be required to provide written notice thereof to Landlord at such time as Tenant is no longer

bound by any confidentiality restrictions, but in no event later than such time as the relevant transaction would otherwise be known to the public.

E. No Consent Required. Tenant may assign its entire interest under this Lease to its Affiliate or to a successor to Tenant by purchase, merger, consolidation or reorganization without the consent of Landlord, provided that all of the following conditions are satisfied in Landlord's reasonable discretion (a "***Permitted Transfer***"): (1) no uncured event of default exists under this Lease; (2) Tenant's successor shall own all or substantially all of the assets of Tenant, except in the case of an assignment to an Affiliate; (3) such Affiliate or successor shall have a net worth which is at least equal to the greater of Tenant's net worth at the date of this Lease or Tenant's net worth as of the day prior to the proposed purchase, merger, consolidation or reorganization; (4) no portion of the Building or Premises would likely become subject to additional or different Laws as a consequence of the proposed Transfer; (5) such Affiliate's or successor's use of the Premises shall not conflict with the Permitted Use or any exclusive usage rights granted to any other tenant in the Building; (6) such Affiliate or successor is not then currently, and has not been within the past year, involved in litigation with Landlord or any of Landlord's Affiliates; and (7) Tenant shall give Landlord written notice at least 30 days prior to the effective date of the proposed Transfer, along with all applicable documentation and other information reasonably necessary for Landlord to determine that the requirements of this **Section 11.E** have been satisfied, including if applicable, the qualification of such proposed transferee as an Affiliate of Tenant. Landlord shall treat the information contained in such written notice as confidential pursuant to **Section 29.M** below. If requested by Landlord, the Affiliate or successor shall sign a commercially reasonable form of assumption agreement.

F. Options. Except as otherwise expressly provided in this Lease, any option granted to Tenant in this Lease, including, without limitation, any option to extend, renew or terminate, or any right to lease other space at the Property, is personal to the original Tenant and may be exercised only by the original Tenant while occupying the entire Premises, and may not be exercised or be assigned, voluntarily or involuntarily, by or to any person or entity other than the original Tenant. The options, if any, herein granted to Tenant are not assignable separate and apart from this Lease, nor may any option be separated from this Lease in any manner, either by reservation or otherwise.

12. Liens. Tenant shall not permit mechanic's or other liens to be placed upon the Property in connection with any work or service done or purportedly done by or for the benefit of Tenant. Tenant shall, within 15 days of notice from Landlord, fully discharge such lien of record.

13. Indemnity. Subject to **Section 15**, Tenant shall hold the Landlord Parties harmless from, and indemnify and defend such parties against, all Claims that arise out of or in connection with any damage or injury (i) occurring in the Premises or (ii) caused by a Tenant Party, except to the extent caused by the gross negligence or the willful misconduct of a Landlord Party. The indemnity set forth in the preceding sentence shall be limited to the greater of: (a) the aggregate amount of general/umbrella liability insurance actually carried by Tenant, and (b) \$5,000,000. Except as set forth in the preceding sentence and subject to **Sections 9.B, 15 and 20**, Landlord shall hold the Tenant Parties harmless from, and indemnify and defend such parties against, all Claims that arise out of or in connection with any damage or injury occurring in or on the Property (excluding the Premises), except to the extent caused by the gross negligence or willful misconduct

of a Tenant Party, to the same extent the Tenant Parties would have been covered had they been named as additional insureds on the commercial general liability insurance policy required to be carried by Landlord under this Lease. The indemnity set forth in the preceding sentence shall be limited to the amount of \$5,000,000.

14. Insurance.

A. Tenant's Insurance. Tenant shall maintain insurance in accordance with the terms of Exhibit G.

B. Landlord's Insurance. Landlord shall maintain: (1) commercial general liability insurance applicable to the Property which provides, on an occurrence basis, a minimum combined single limit of no less than \$5,000,000 (coverage in excess of \$1,000,000 may be provided by way of an umbrella/excess liability policy); and (2) causes of loss-special form (formerly "all risk") property insurance on the Building in the amount of the replacement cost thereof, as reasonably estimated by Landlord. The foregoing insurance and any other insurance carried by Landlord may be effected by a policy or policies of blanket insurance and shall be for the sole benefit of Landlord and under Landlord's sole control. Consequently, Tenant shall have no right or claim to any proceeds thereof or any other rights thereunder.

15. Mutual Waiver of Subrogation. Notwithstanding anything in this Lease to the contrary, Tenant waives, and shall cause its insurance carrier(s) to waive, any and all rights of recovery, Claims, causes of action against all Landlord Parties for any loss or damage to Tenant's business, any loss of use of the Premises, and any loss, theft or damage to Tenant's Property (including Tenant's automobiles or the contents thereof), including all rights arising out of the negligence of any Landlord Party, which loss or damage is (or would have been, had the insurance required by this Lease been maintained) covered by Tenant's insurance. Landlord shall likewise waive, and cause its insurance carrier(s) to waive, any and all rights of recovery, Claims, causes of action against all Tenant Parties for any loss of or damage to or loss of use of the Building, any additions or improvements to the Building, or any contents thereof, including all rights arising out of the negligence of any Tenant Party, which loss or damage is (or would have been, had the insurance required by this Lease been maintained) covered by Landlord's insurance.

16. Casualty Damage.

A. Repair or Termination by Landlord. If (i) all or any material part of the Building or the Premises is damaged by fire or other casualty or (ii) the Building is damaged by fire or other casualty and, with respect to (ii), (a) any Mortgagee requires that the insurance proceeds be applied to the payment of the mortgage debt or (b) an uninsured loss of the Building occurs, Landlord shall have the right to terminate this Lease by notifying Tenant in writing within 90 days after the date of the fire or other casualty. If Landlord does not terminate this Lease under this **Section 16.A**, Landlord shall diligently repair and restore the Building and/or Building standard leasehold improvements; provided, however, that Tenant shall be required to pay the cost for restoring any other leasehold improvements in the Premises. However, in no event shall Landlord be required to spend more than the insurance proceeds received by Landlord.

B. Abatement. In the event a material portion of the Premises is damaged as a result of a fire or other casualty, the Base Rent shall abate for the portion of the Premises that is damaged and not usable by Tenant until substantial completion of the repairs and restoration required to be made by Landlord pursuant to **Section 16.A.** Tenant, however, shall not be entitled to such abatement if the fire or other casualty was caused by the gross negligence or intentional misconduct of any of the Tenant Parties. Landlord shall not be liable for any loss or damage to Tenant's Property or to the business of Tenant resulting in any way from the fire or other casualty or from the repair and restoration of the damage. Landlord and Tenant hereby waive the provisions of any Law relating to the matters addressed in this Section, and agree that their respective rights for damage to or destruction of the Premises shall be those specifically provided in this Lease, which shall constitute an express agreement between the parties with respect thereto.

17. Condemnation. Either party may terminate this Lease if the whole or any material part of the Premises are taken or condemned for any public or quasi-public use under Law, by eminent domain or private purchase in lieu thereof (a "***Taking***"). Landlord may also terminate this Lease if there is a Taking of any portion of the Building or Property which would leave the remainder of the Building unsuitable for use as a building in a manner comparable to the Building's use prior to the Taking. Any such termination shall be effective as of the date the physical taking of the Premises or the portion of the Building or Property occurs. If this Lease is not terminated, the Rentable Square Footage of the Building, the Rentable Square Footage of the Premises and Tenant's Pro Rata Share shall, if applicable, be appropriately adjusted by Landlord. In addition, Base Rent for any portion of the Premises taken or condemned shall be abated during the unexpired Term effective when the physical taking of the portion of the Premises occurs. All compensation awarded for a Taking, or sale proceeds, shall be the property of Landlord, any right to receive compensation or proceeds being expressly waived by Tenant.

18. Events of Default. Tenant shall be considered to be in default under this Lease upon the occurrence of any of the following events of default:

A. Tenant's failure to pay when due all or any portion of the Rent ("***Monetary Default***"); provided that the first such failure during any consecutive 12 month period shall not be a Monetary Default if Tenant pays the amount due within 5 days after written notice from Landlord.

B. Tenant's failure to perform any of the obligations of Tenant in the manner set forth in **Sections 14, 22, 23 or 24** (a "***Time Sensitive Default***") where such failure shall continue beyond the time period following written notice from Landlord to Tenant, if any, as required in the applicable Section of this Lease.

C. Tenant's failure (other than a Monetary Default or a Time Sensitive Default) to comply with any term of this Lease, if the failure is not cured within 30 days after written notice to Tenant. However, if Tenant's failure to comply cannot reasonably be cured within 30 days, Tenant shall be allowed additional time as is reasonably necessary to cure the failure so long as: (1) Tenant commences to cure the failure within the 30 day period following Landlord's initial written notice, and (2) Tenant diligently pursues a course of action that will cure the failure and bring Tenant back into compliance with this Lease. However, if Tenant's failure to comply creates a hazardous condition, the failure must be cured immediately upon notice to Tenant.

D. Any Guarantor becomes insolvent, files a petition for protection under the U.S. Bankruptcy Code (or similar Law) or a petition is filed against Tenant or any Guarantor under such Laws and is not dismissed within 45 days after the date of such filing, makes a transfer in fraud of creditors or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts when due; or the death of any Guarantor, the termination of any Guarantor's liability with respect to this Lease other than in accordance with the applicable guaranty, or any Guarantor's breach of its guaranty obligation on an anticipatory basis.

19. Remedies.

A. Landlord's Remedies. Upon any default, Landlord shall have the right without notice or demand (except as required in **Section 18**) to pursue any of its rights and remedies at law or in equity, including any one or more of the following remedies:

- (1) Terminate this Lease;
- (2) Re-enter the Premises, change locks, alter security devices and lock out Tenant or terminate Tenant's right of possession of the Premises without terminating this Lease, and without complying with applicable Law, the benefits of which are waived by Tenant to the fullest extent permitted by applicable Law;
- (3) Remove and store, at Tenant's expense, all the property in the Premises, using such lawful force as may be necessary; and/or
- (4) Withhold or suspend payment of sums Landlord would otherwise be obligated to pay to Tenant under this Lease or any other agreement.

B. Measure of Damages. If Landlord either terminates this Lease or terminates Tenant's right to possession of the Premises, Tenant shall immediately surrender and vacate the Premises and pay Landlord on demand: (a) all Rent accrued through the end of the month in which the termination becomes effective; (b) interest on all unpaid Rent from the date due at a rate equal to the lesser of 12% per annum or the highest interest rate permitted by applicable Law; (c) all third party expenses reasonably incurred by Landlord in enforcing its rights and remedies under this Lease, including all reasonable and actual third party legal expenses; (d) Costs of Reletting; and (e) all Landlord's Rental Damages. In the event that Landlord relets the Premises for an amount greater than the Rent due during the Term, Tenant shall not receive a credit for any such excess.

C. Tenant Not Relieved from Liabilities. The repossession or re-entering of all or any part of the Premises shall not relieve Tenant of its liabilities and obligations under this Lease. Each right and remedy of Landlord shall be cumulative and in addition to any other right and remedy now or subsequently available to Landlord at law or in equity. If Tenant fails to pay any amount when due hereunder (after the expiration of any applicable cure period), Landlord shall be entitled to receive interest on any unpaid item of Rent from the date initially due (without regard to any applicable grace period) at a rate equal to the lesser of 8% per annum or the highest rate permitted by Law. In addition, if Tenant fails to pay any item or installment of Rent when due (after the expiration of any applicable cure period), Tenant shall pay Landlord an administrative fee equal to 5% of the past due Rent. However, in no event shall the charges permitted under this

Section 19.C or elsewhere in this Lease, to the extent they are considered interest under applicable Law, exceed the maximum lawful rate of interest. If any payment by Tenant of an amount deemed to be interest results in Tenant having paid any interest in excess of that permitted by Law, then it is the express intent of Landlord and Tenant that all such excess amounts theretofore collected by Landlord be credited against the other amounts owing by Tenant under this Lease. Receipt by Landlord of Tenant's keys to the Premises shall not constitute an acceptance or surrender of the Premises. **NOTWITHSTANDING ANY OTHER PROVISION OF THIS LEASE TO THE CONTRARY, TENANT SHALL HOLD LANDLORD PARTIES HARMLESS FROM AND INDEMNIFY AND DEFEND SUCH PARTIES AGAINST, ALL CLAIMS THAT ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS LEASE BY A TENANT PARTY, SPECIFICALLY INCLUDING ANY VIOLATION OF APPLICABLE LAWS OR CONTAMINATION CAUSED BY A TENANT PARTY.**

D. Mitigation of Damages. Upon termination of Tenant's right to possess the Premises, Landlord is not required to mitigate damages under this Lease and Tenant waives any rights that require Landlord to mitigate any such damages.

E. Abated Rent. Tenant shall be credited with having paid all of the Abated Rent on the expiration of the Term only if Tenant has performed all of Tenant's obligations hereunder, including the payment of all Rent (other than the Abated Rent) and the surrender of the Premises in the physical condition required by this Lease. Tenant acknowledges that its right to receive credit for the Abated Rent is absolutely conditioned upon Tenant's performance of its obligations under this Lease. If an event of default shall occur, a proportionate amount of Abated Rent shall immediately become due and payable, and this Lease shall be enforced as if there was no such Rent abatement or other Rent concession. In such case, the proportionate amount of Abated Rent payable to Landlord shall be calculated based on the total amount of Abated Rent times a fraction, the numerator of which is the number of full calendar months remaining in the initial Term on the date of such default, and the denominator of which is the number of full calendar months in the initial Term.

20. Limitation of Liability. Notwithstanding anything to the contrary contained in this Lease, the liability of Landlord (and of any successor Landlord) to Tenant (or any person or entity claiming by, through or under Tenant) shall be limited to the interest of Landlord in the Property. Tenant shall look solely to Landlord's interest in the Property for the recovery of any judgment or award against Landlord. No Landlord Party shall be personally liable for any judgment or deficiency. Before filing suit for an alleged default by Landlord, Tenant shall give Landlord and the Mortgagee(s) whom Tenant has been notified hold Mortgages affecting the Property, notice and reasonable time to cure the alleged default. Tenant hereby waives all claims against all Landlord Parties for consequential, special or punitive damages.

21. Tenant's Right to Possession. Provided Tenant pays the Rent and fully performs all of its other covenants and agreements under this Lease, Tenant shall have the right to occupy the Premises without hindrance from Landlord or any person lawfully claiming through Landlord, subject to the terms of this Lease, all Mortgages, insurance requirements and applicable Law. This covenant and all other covenants of Landlord shall be binding upon Landlord and its successors only during its or their respective periods of ownership of the Building.

22. Relocation. Intentionally omitted.

23. Holding Over. If Tenant or any other party fails to surrender the Premises at the expiration or earlier termination of this Lease, the continued occupancy of the Premises shall be that of a tenancy at sufferance. Tenant shall pay as Base Rent and Tenant's Pro Rata Share of Excess Operating Expenses, in addition to other Rent that comes due, an amount (on a per month basis without reduction for partial months during the holdover) equal to 150% of the sum of the Base Rent and Tenant's Pro Rata Share of Excess Operating Expenses due for the month preceding the holdover. No holdover by Tenant or payment by Tenant after the expiration or early termination of this Lease shall be construed to extend the Term. In the event Tenant remains in possession of the Premises for a period of 30 days following the expiration of this Lease without Landlord's written consent, Tenant shall be liable to Landlord for, and shall protect Landlord from and indemnify and defend Landlord against, all losses and damages, including any claims made by any succeeding tenant resulting from such failure to vacate, and any consequential damages that Landlord suffers from the holdover.

24. Subordination to Mortgages; Financial Statements; Estoppel Certificates. Tenant accepts this Lease subject and subordinate to any mortgage(s), deed(s) of trust, ground lease(s) or other lien(s) now or subsequently affecting the Premises, the Building or the Property, and to renewals, modifications, refinancings and extensions thereof (collectively, a "**Mortgage**"). The party having the benefit of a Mortgage shall be referred to as a "**Mortgagee**." Upon request from a Mortgagee, Tenant shall execute a commercially reasonable subordination, non-disturbance and attornment agreement in favor of the Mortgagee, which shall also provide for notice to Mortgagee of any default or potential termination of this Lease and a reasonable opportunity to cure any default without obligation to do so. In lieu of having the Mortgage be superior to this Lease, a Mortgagee shall have the right at any time to subordinate its Mortgage to this Lease. If requested by a successor-in-interest to all or a part of Landlord's interest in this Lease, Tenant shall, without charge, attorn to the successor-in-interest, provided the successor-in-interest concurrently acknowledges Tenant's right to quiet enjoyment of the Premises in accordance with the Lease. Tenant shall, within 10 days after receipt of a written request from Landlord, execute and deliver to Landlord and/or its designee (a) a current and complete financial statement for Tenant (but not more than one time per calendar year) certified as true and correct by Tenant's chief financial officer and/or (b) an estoppel certificate to those parties as are reasonably requested by Landlord, certifying to Landlord and/or a Mortgagee and/or a prospective purchaser of the Property such facts and agreeing to such reasonable notice provisions as reasonably requested by Landlord. Tenant's failure to provide any estoppel certificate within the 10 day period specified above, and the continuation of such failure for a period of 5 days after Landlord delivers a second written notice requesting same, shall constitute a Time Sensitive Default under this Lease.

25. Attorneys' Fees. The prevailing party in any legal proceeding based on this Lease may recover reasonable and actual attorneys' fees, investigation costs, and other costs incurred in connection with such legal proceeding from the non-prevailing party in addition to any other relief to which such prevailing party is entitled. The term "**prevailing party**" shall mean that party which the court finds and/or declares is the prevailing party, whether or not that party obtains monetary, declaratory, injunctive, equitable or nominal relief. With respect to any monetary claim, no award of damages shall be necessary in order for a party to be found by the court to have prevailed. With respect to any non-monetary claim, no equitable relief shall be necessary in order for a party to be found by the court to have prevailed.

26. Notice. Any demand, request, approval, consent or notice (collectively, a “*notice*”) may be given by either party or its attorney or agent and shall be in writing and delivered (a) by hand, (b) by nationally recognized overnight air courier services (such as Federal Express), or (c) by United States Postal Service, registered or certified mail, return receipt requested, in each case addressed to the respective party at the address set forth in **Section 1.J** above or such other address as designated in writing by either party. Notwithstanding the foregoing, notices of delinquent Rent payments may be made by electronic mail to any email address for notice provided by Tenant to Landlord. The place to which such notices shall be sent may be changed by either party giving notice of such change to the other party in the manner hereinabove provided. A notice shall be deemed effective upon receipt or the date sent if it is returned to the addressor because it is refused, unclaimed, or the addressee has moved.

27. Surrender of Premises. At Landlord’s option, all alterations, additions or improvements in or to the Premises shall become the property of Landlord and shall be surrendered to Landlord upon termination of Tenant’s right of possession or upon the termination of this Lease by lapse of time or otherwise. However, subject to the last sentence of this **Section 27**, Landlord may require (a) Tenant to remove all alterations, additions or improvements to the Premises, including without limitation, any cabling or other computer, satellite or telecommunications equipment or hardware and/or (b) at Landlord’s option, Tenant to pay Landlord an amount reasonably acceptable to Landlord to compensate Landlord for the cost of performing any and all such removal obligations on behalf of Tenant. In all events, Tenant shall remove all of Tenant’s furniture, fixtures, equipment and data cabling and shall surrender the Premises to Landlord, broom clean, and in good condition and repair, ordinary wear and tear excepted. Landlord shall, within 10 Business Days after its receipt of a written request therefor from Tenant, notify Tenant in writing whether any alterations, additions or improvements to be constructed in the Premises require removal upon termination of Tenant’s right of possession or upon the termination of this Lease by lapse of time or otherwise.

28. Hazardous Materials.

A. Restrictions. No Hazardous Material (defined below) (except for *de minimis* quantities of household cleaning products and office supplies used in the ordinary course of Tenant’s business at the Premises and that are used, kept and disposed of in compliance with Laws) shall be brought upon, used, kept or disposed of in or about the Premises, the Building or the Property by any Tenant Parties or any of Tenant’s transferees, contractors or licensees.

B. Remediation. Tenant shall promptly notify Landlord if it suspects Contamination in the Premises. Any remediation of Contamination caused by a Tenant Party or its contractors or invitees which is required by Law or which is deemed necessary by Landlord, in Landlord’s reasonable opinion, shall be performed by Landlord and Tenant shall reimburse Landlord for the cost thereof. For purposes of this Lease, “remediation” means any investigation, sampling, analysis, monitoring, removal, remediation, cleanup, treatment, storage, disposal or other action in order to comply with Laws pertaining to Contamination.

29. Miscellaneous.

A. Governing Law; Jurisdiction and Venue; Severability; Paragraph Headings.

This Lease shall be interpreted, construed and enforced in accordance with the Laws of the state in which the Property is located. All obligations under this Lease are performable in the county or other jurisdiction where the Property is located, which shall be venue for all legal actions. If any term or provision of this Lease shall be invalid or unenforceable, then such term or provision shall be automatically reformed to the extent necessary to render such term or provision enforceable, without the necessity of execution of any amendment or new document, the remainder of this Lease shall not be affected, and each remaining and reformed provision of this Lease shall be valid and enforced to the fullest extent permitted by Law. The headings and titles to the Sections of this Lease are for convenience only and shall have no effect on the interpretation of any part of this Lease. The words "include", "including" and similar words will not be construed restrictively to limit or exclude other items not listed.

B. Recording. Tenant shall not record this Lease; provided, however, Tenant shall have the right to record a memorandum of lease in the form attached hereto as **Exhibit J** in conjunction with the execution of this Lease and Landlord agrees to execute such memorandum.

C. Force Majeure. Whenever a period of time is prescribed for the taking of an action by Landlord, the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, shortages of labor or materials, war, terrorist attacks, civil disturbances and other causes beyond the reasonable control of the performing party. However, events of force majeure shall not extend any period of time for the payment of Rent or other sums payable by either party or any period of time for the written exercise of an option or right by either party.

D. Transferability; Release of Landlord. Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Lease arising hereunder after the date of the transfer and in the Building and/or Property, and upon such transfer Landlord shall be released from any further obligations hereunder, and Tenant agrees to look solely to the successor in interest of Landlord for the performance of such obligations.

E. Brokers. Tenant represents that it has dealt directly with and only with Jones Lang LaSalle Properties (whose commission shall be paid by Landlord pursuant to a separate written agreement) in connection with this Lease. Tenant and Landlord shall each indemnify the other against all costs, expenses, attorneys' fees, liens and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through or under the indemnifying party, other than the broker(s) specifically identified above.

F. Authority; Joint and Several Liability. Tenant covenants, warrants and represents that each individual executing, attesting and/or delivering this Lease on behalf of Tenant is authorized to do so on behalf of Tenant, this Lease is binding upon and enforceable against Tenant; and Tenant is duly organized and legally existing in the state of its organization and is qualified to do business in the state in which the Premises are located. If there is more than one Tenant, or if Tenant is comprised of more than one party or entity, the obligations imposed upon Tenant shall be joint and several obligations of all the parties and entities. Notices, payments and agreements given or made by, with or to any one person or entity shall be deemed to have been given or made by, with and to all of them.

G. Time is of the Essence; Relationship; Successors and Assigns. Time is of the essence with respect to Tenant's performance of its obligations and the exercise of any expansion, renewal or extension rights or other options granted to Tenant. This Lease and the covenants and conditions in this Lease shall inure only to the benefit of and be binding only upon Landlord and Tenant and their permitted successors and assigns.

H. Survival of Obligations. The expiration of the Term, whether by lapse of time or otherwise, shall not relieve either party of any obligations which accrued prior to or which may continue to accrue after the expiration or early termination of this Lease. Without limiting the scope of the prior sentence, it is agreed that Tenant's obligations under **Sections 4, 6, 8, 12, 13, 19, 20, 22, 23, 25, 27 and 28** shall survive the expiration or early termination of this Lease.

I. Binding Effect. Landlord has delivered a copy of this Lease to Tenant for Tenant's review only, and the delivery of it does not constitute an offer to Tenant or an option. This Lease shall not be effective against any party hereto until an original copy of this Lease has been signed by such party and delivered to the other party and, if required, upon approval by Landlord's Mortgagee.

J. Full Agreement; Amendments; Conflicts. This Lease contains the parties' entire agreement regarding the subject matter hereof. All understandings, discussions, and agreements previously made between the parties, written or oral, are superseded by this Lease, and neither party is relying upon any warranty, statement or representation not contained in this Lease. The exhibits and riders attached hereto are incorporated herein and made a part of this Lease for all purposes. In the event of any conflict between this Lease and any exhibits hereto, the latter shall control. In the event of any conflict between the exhibits and the riders hereto, the riders shall control.

K. OFAC List Representation. Tenant hereby represents and warrants to Landlord that neither Tenant nor any of its officers, directors, shareholders, partners, members or affiliates is or will be an entity or person: (i) that is listed in the annex to, or is otherwise subject to the provisions of, Executive Order 13224 issued on September 24, 2001 ("**EO 13224**"); (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("**OFAC**") most current list of "Specially Designated Nationals and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>); (iii) who commits, threatens to commit or supports "terrorism," as that term is defined in EO 13224; or (iv) who is otherwise affiliated with any entity or person listed above.

L. Signage.

(1) Landlord shall, at Landlord's expense (except for any changes to the signage requested by Tenant), (a) install Building standard suite identification signage at or near the main door accessing the Premises and (b) list Tenant's name on the main directory sign for the Building; provided, however, Landlord may cause the suite identification signage and directory signage to be removed, at Tenant's sole cost and expense, if (i) Tenant no longer occupies the entire Premises, (ii) an event of default has occurred under this Lease and continued beyond any applicable notice and cure period or (iii) this Lease is terminated or the Term of this Lease expires.

(2) So long as (a) Tenant leases at least 22,015 Rentable Square Feet of in the Building and (b) no event of default has occurred under this Lease and continued beyond any applicable notice and cure period, Tenant shall have the right, at its sole cost and expense, to have its corporate name displayed (the “**Signage**”), along with other tenants as determined solely by Landlord, on the multi-tenant monument sign (the “**Monument Sign**”), subject to (i) restrictive covenants, (ii) compliance with all applicable Laws, and (iii) Landlord’s prior written approval of the size, material, design, appearance, location and other characteristics of the Signage. Landlord, at Tenant’s sole cost and expense, (A) shall install, maintain and repair the Signage and Tenant’s portion of the Monument Sign and (B) at the expiration or earlier termination of Tenant’s right to possess the Premises or Tenant’s right to the Signage, shall have the option to remove the Signage from the Monument Sign and repair any damage to the Monument Sign caused by the removal of Tenant’s name. Landlord reserves the right (X) to modify, redesign, rearrange and relocate the Monument Sign and (Y) if at any time a then larger tenant in the Building does not have monument signage and there is no vacancy on the Monument Sign, to remove the Signage and replace it with signage for such tenant. The signage right contained in this Section is personal to U.S. Radiology Specialists, Inc. and shall not be assignable to any other person or entity. Any assignment of this Lease or the subletting by Tenant of all or any portion of the Premises shall terminate the signage right contained in this Section. Any assignment in violation of this Section is void and of no force or effect.

M. Confidentiality. Landlord and Tenant agree to hold the terms of this Lease in strict confidence, and will not disclose, except for any disclosure required by Laws, such terms to any person other than the respective partners, directors, shareholders, officers, employees, attorneys, accountants or financing sources of Landlord and Tenant, without the prior written consent of the other party. Notwithstanding the foregoing, Landlord may disclose any information in public notices required by Laws or otherwise traditionally made by publicly-traded entities to investors and the financial community.

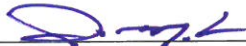
N. Reserved Rights. Any rights not expressly granted by Landlord in this lease are reserved by Landlord.

[Remainder of page intentionally left blank.]

Landlord and Tenant have executed this Lease as of the Effective Date specified below
Landlord's signature.

LANDLORD:

Tower 4 Owner, LLC,
a Delaware limited liability company

By: 
Name: JOHN M. KANE
Title: MANAGER

Effective Date: JANUARY 7th, ~~2019~~
2020

TENANT:

US Radiology Specialists, Inc.,
a Delaware corporation

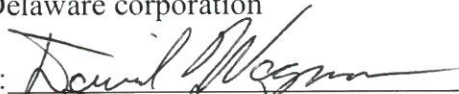
By: 
Name: David Wagner
Title: CEO / CFO

Exhibit A

Outline and Location of Premises

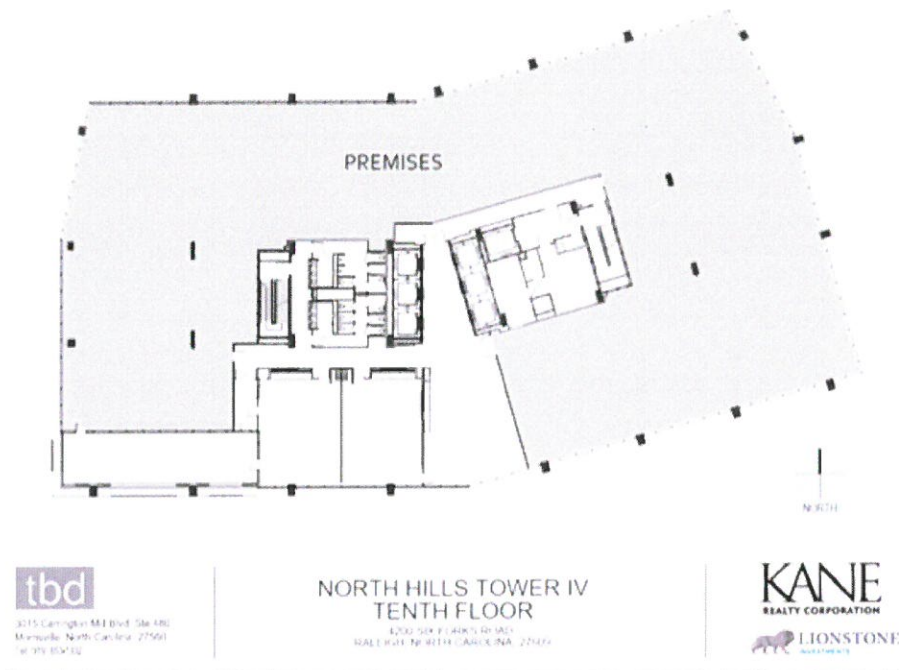


Exhibit B

Legal Description of Property

Lying and being situated in Wake County, North Carolina, and being more particularly described as follows:

BEING all of that certain tract or parcel of land designated as New Lot 9, containing 2.60 acres, according to plat of survey entitled "North Hills East Subdivision, Easements & Lot 12 & 17 Public Access Easement Plat & City of Raleigh Waterline Easement", Raleigh Township, Wake County, North Carolina" dated January 24, 2018, prepared by Ronald T. Frederick, Professional Land Surveyor, of The John R. McAdams Company, Inc. and recorded in Book of Maps 2018, Pages 994 – 997, inclusive, Wake County Registry, which plat is referenced for a more particular description.

Exhibit C

Rules and Regulations

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors or halls shall not be obstructed or used for any purpose other than ingress and egress. Landlord shall control the Common Areas.
2. No awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises other than Landlord standard window coverings without Landlord's prior written approval. All electric ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent, of a quality, type, design and tube color approved by Landlord. Neither the interior nor the exterior of any windows shall be coated or otherwise sunscreened without written consent of Landlord.
3. No sign, advertisement, notice or handbill shall be exhibited, distributed, painted or affixed by any tenant on, about or from any part of the Premises, the Building or in the Common Areas including the parking area without the prior written consent of Landlord, except as otherwise provided herein. In the event of the violation of the foregoing by any tenant, Landlord may remove or stop same without any liability, and may charge the expense incurred in such removal or stopping to tenant. The lobby directory will be provided exclusively for the display of the name and location of tenants and tenant clients only, and Landlord reserves the right to exclude any other names therefrom. Nothing may be placed on the exterior of corridor walls or corridor doors other than Landlord's standard lettering.
4. The sashes, sash doors, windows, and doors that reflect or admit light and air into halls, passageways or other public places in the Building shall not be covered or obstructed by tenant.
5. The sinks and toilets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the tenant who, or whose subtenants, assignees or any of their servants, employees, agents, visitors or licensees shall have caused the same.
6. No tenant shall mark, paint, drill into, or in any way deface any part of the Premises or the Building (except for nails for the display of artwork). No boring, cutting or stringing of wires or laying of any floor coverings shall be permitted, except with the prior written consent of the Landlord and as the Landlord may direct. Landlord shall direct electricians as to where and how telephone or data cabling are to be introduced. No boring or cutting for wires or stringing of wires will be allowed without written consent of Landlord. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord.
7. No bicycles, vehicles, birds or animals of any kind (except seeing eye dogs) shall be brought into or kept in or about the Premises, and no cooking shall be done or permitted

by any tenant on the Premises, except microwave cooking, and the preparation of coffee, tea, hot chocolate and similar items for tenants and their employees. No tenant shall cause or permit any unusual or objectionable odors to be produced in or permeate from the Premises.

8. The Premises shall not be used for manufacturing or for the storage of merchandise except as such storage may be incidental to the permitted use of the Premises. No tenant shall occupy or permit any portion of the Premises to be occupied as an office for the manufacture or sale of liquor, narcotics, or tobacco in any form, or as a medical office, or as a barber or manicure shop, or a dance, exercise or music studio, or any type of school or daycare or copy, photographic or print shop or an employment bureau without the express written consent of Landlord. The Premises shall not be used for lodging or sleeping or for any immoral or illegal purpose.
9. No tenant shall make, or permit to be made any unseemly, excessive or disturbing noises or disturb or interfere with occupants of this or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, phonograph, unusual noise, or in any other way. No tenant shall throw anything out of doors, windows or down the passageways.
10. No tenant, subtenant or assignee nor any of its servants, employees, agents, visitors or licensees, shall at any time bring or keep upon the Premises any flammable, combustible or explosive fluid, chemical or substance or firearm.
11. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any tenant, nor shall any changes be made to existing locks or the mechanism thereof, provided that Tenant may place locks on individual doors within the Premises, such locks to be maintained by Tenant and keyed to a building master. Each tenant must upon the termination of his tenancy, restore to the Landlord all keys of doors, offices, and toilet rooms, either furnished to, or otherwise procured by, such tenant and in the event of the loss of keys so furnished, such tenant shall pay to the Landlord the cost of replacing the same or of changing the lock or locks opened by such lost key if Landlord shall deem it necessary to make such changes.
12. No tenant shall overload the floors of the Premises. All damage to the floor, structure or foundation of the Building due to improper positioning or storage items or materials shall be repaired by Landlord at the sole cost and expense of tenant, who shall reimburse Landlord immediately therefor upon demand. All removals or the carrying in or out of any safes, freight, furniture, or bulky matter of any description must take place during the hours that Landlord shall reasonably determine from time to time. The moving of safes or other fixtures or bulky matter of any kind must be done upon previous notice to Landlord and under Landlord's supervision, and the persons employed by any tenant for such work must be reasonably acceptable to Landlord. Landlord reserves the right to inspect all safes, freight or other bulky articles to be brought into the Building and to exclude from the Building all safes, freight or other bulky articles which violate any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part. The Landlord

reserves the right to prescribe the weight and position of all safes, which must be placed upon supports approved by Landlord to distribute the weight.

13. Landlord shall have the right to prohibit any advertising by any tenant that, in Landlord's opinion tends to impair the reputation of the Building or its desirability as an office location, and upon written notice from Landlord, any tenant shall refrain from or discontinue such advertising.
14. The business hours for the Building shall be 8:00 a.m. to 6:00 p.m. Monday through Friday, and 8:00 a.m. to 1:00 p.m. on Saturday, excluding legal holidays. Landlord reserves the right to require all persons entering the Building between the hours of 6:00 p.m. and 8:00 a.m. and at all hours on Saturday, Sunday and legal holidays to register with Landlord's security personnel. Each tenant shall be responsible for all persons entering the Building at tenant's invitation, express or implied. Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of an invasion, mob riot, public excitement or other circumstances rendering such action advisable in Landlord's opinion, Landlord reserves the right without any abatement of rent to require all persons to vacate the Building and to prevent access to the Building during the continuance of the same for the safety of the tenants and the protection of the Building and the property in the Building.
15. No tenant shall purchase janitorial or maintenance or other like services, from any person or persons not approved by Landlord. Any persons employed by any tenant to do janitorial work or other work in the Premises shall, while in the Building and outside of the Premises, be subject to and under the control and direction of Landlord (but not as an agent or servant of Landlord), and tenant shall be responsible for all acts of such persons.
16. Canvassing, soliciting and peddling in the Building are prohibited, and each tenant shall report and otherwise cooperate to prevent the same.
17. All office equipment of any electrical or mechanical nature shall be placed by tenant in the Premises in settings that will, to the maximum extent possible, absorb or prevent any vibration, noise and annoyance.
18. No air-conditioning unit or other similar apparatus shall be installed or used by any tenant without the written consent of Landlord.
19. There shall not be used in any space, or in the public halls of the Building, either by any tenant or others, any hand trucks except those equipped with rubber tires and rubber side guards.
20. The scheduling of tenant move-ins shall be before or after normal business hours and on weekends, subject to the reasonable discretion of Landlord.
21. The Building is a smoke-free Building. Smoking is strictly prohibited within the Building. Smoking shall only be allowed in areas designated as a smoking area by Landlord. Tenant and its employees, representatives, contractors or invitees shall not smoke within the Building or throw cigar or cigarette butts or other substances or litter of any kind in or

about the Building, except in receptacles for that purpose. Landlord may, at its sole discretion, impose a charge against monthly rent of \$50.00 per violation by tenant or any of its employees, representatives, contractors or invitees, of this smoking policy.

22. Tenants will ensure that all doors are securely locked, and water faucets, electric lights and electric machinery are turned off before leaving the Building.
23. Parking spaces associated with the Building are intended for the exclusive use of passenger automobiles. Except for intermittent deliveries, no vehicles other than passenger automobiles may be parked in a parking space without the express written permission of Landlord. Tenant, its employees, customers, invitees and guests shall, when using the parking facilities in and around the Building, observe and obey all signs regarding fire lanes and no-parking and driving speed zones and designated handicapped and visitor spaces, and when parking always park between the designated lines. Landlord reserves the right to tow away, at the expense of the owner, any vehicle which is improperly parked or parked in a no-parking zone or in a designated handicapped area, and any vehicle which is left in any parking lot in violation of the foregoing regulation. All vehicles shall be parked at the sole risk of the owner, and Landlord assumes no responsibility for any damage to or loss of vehicles except to the extent arising out of the negligence or willful misconduct of Landlord, the managing agent or any of their respective partners, directors, officers, agents or employees.
24. Tenant shall be responsible for and cause the proper disposal of medical waste, including hypodermic needles, created by its employees.

Landlord reserves the right to make such other and further rules and regulations as in its judgment may from time to time be necessary for the safety, care and cleanliness of the Building and Common Areas, and for the preservation of good order therein.

Exhibit D

Commencement Letter

Re: Lease Agreement dated _____, 20_ (the "***Lease***"), between **Tower 4 Owner, LLC**, a Delaware limited liability company ("***Landlord***"), and **U.S. Radiology Specialists, Inc.**, a Delaware corporation ("***Tenant***"), for the Premises, the Rentable Square Footage of which is 22,015, located on the 10th floor of the Building. Unless otherwise specified, all capitalized terms used herein shall have the same meanings as in the Lease.

Landlord and Tenant agree that:

Landlord has fully completed all work required under the terms of the Lease, if any.

Tenant has accepted possession of the Premises. The Premises are usable by Tenant as intended; Landlord has no further obligation to perform any work or other construction, and Tenant acknowledges that both the Building and the Premises are satisfactory in all respects.

The Commencement Date of the Lease is _____, 20__.

The Expiration Date of the Lease is the last day of _____, _____.

All other terms and conditions of the Lease are ratified and acknowledged to be unchanged.

EXECUTED as of _____, 20__.

LANDLORD:

Tower 4 Owner, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

TENANT:

US Radiology Specialists, Inc.,
a Delaware corporation

By: _____
Name: _____
Title: _____

Exhibit E

Work Letter

This Work Letter is attached as an Exhibit to a Lease Agreement (the “***Lease***”) between **Tower 4 Owner, LLC**, a Delaware limited liability company, as Landlord, and **U.S. Radiology Specialists, Inc.**, a Delaware corporation, as Tenant, for the Premises, the Rentable Square Footage of which is 22,015, located on the 10th floor of the Building. Unless otherwise specified, all capitalized terms used in this Work Letter shall have the same meanings as in the Lease. In the event of any conflict between the Lease and this Work Letter, the latter shall control.

1. **Construction.** Tenant agrees to construct leasehold improvements (the “***Tenant Work***”) in a good and workmanlike manner in and upon the Premises, at Tenant’s sole cost and expense, in accordance with the following provisions. Within 60 days after the Effective Date, Tenant shall submit to Landlord for Landlord’s approval complete plans and specifications for the construction of the Tenant Work (“***Tenant’s Plans***”). Within 10 Business Days after receipt of Tenant’s Plans, Landlord shall review and either approve or disapprove Tenant’s Plans. If Landlord disapproves Tenant’s Plans, or any portion thereof, Landlord shall notify Tenant thereof and of the revisions Landlord requires before Landlord will approve Tenant’s Plans. Within 10 Business Days after Landlord’s notice, Tenant shall submit to Landlord, for Landlord’s review and approval, plans and specifications incorporating the required revisions. The final plans and specifications approved by Landlord are hereinafter referred to as the “***Approved Construction Documents***”. Tenant will employ experienced, licensed contractors, architects, engineers and other consultants, approved by Landlord, to construct the Tenant Work and will require in the applicable contracts that such parties (a) carry insurance in such amounts and types of coverages as are reasonably required by Landlord, and (b) design and construct the Tenant Work in a good and workmanlike manner and in compliance with all Laws. Unless otherwise agreed to in writing by Landlord and Tenant, all work involved in the construction and installation of the Tenant Work shall be carried out by Tenant’s contractor under the sole direction of Tenant, in compliance with all Building rules and regulations and in such a manner so as not to unreasonably interfere with or disturb the operations, business, use and enjoyment of the Property by other tenants in the Building or the structural calculations for imposed loads. Tenant shall obtain from its contractors and provide to Landlord a list of all subcontractors providing labor or materials in connection with any portion of the Tenant Work prior to commencement of the Tenant Work. Tenant warrants that the design, construction and installation of the Tenant Work shall conform to the requirements of all applicable Laws, including building, plumbing and electrical codes and the requirements of any authority having jurisdiction over, or with respect to, such Tenant Work.

2. **Costs.** Subject to the terms and conditions of this **Paragraph 2**, Landlord will provide Tenant with a reimbursement allowance (the “***Construction Allowance***”) to be applied towards the cost of constructing the Tenant Work.

(A) Landlord’s obligation to reimburse Tenant for Tenant’s construction of the Tenant Work shall be: (i) limited to actual costs incurred by Tenant in its construction of the Tenant Work; (ii) limited to an amount up to, but not exceeding, \$52.50 multiplied by the Rentable Square Footage of the Premises; and (iii) conditioned upon Landlord’s receipt of written notice (which notice shall be accompanied by invoices and documentation set forth below) from Tenant that the

Tenant Work has been completed and accepted by Tenant. The cost of (a) all space planning, design, consulting or review services and construction drawings, (b) extension of electrical wiring from Landlord's designated location(s) to the Premises, (c) purchasing and installing all building equipment for the Premises (including any submeters and other above building standard electrical equipment approved by Landlord), (d) required metering, re-circuiting or re-wiring for metering, equipment rental, engineering design services, consulting services, studies, construction services, cost of billing and collections, (e) materials and labor, and (f) an asbestos survey of the Premises if required by applicable Law, shall all be included in the cost of the Tenant Work and may be paid out of the Construction Allowance, to the extent sufficient funds are available for such purpose. In addition, and provided that there are sufficient funds available in the Construction Allowance, Tenant may utilize a portion of the Construction Allowance, not to exceed \$5.00 per Rentable Square Foot of the Premises, toward "soft costs" including moving, legal phone, data, furniture and construction management, which shall be deemed to be a part of Tenant Work. Any reimbursement obligation of Landlord under this Work Letter shall be applied solely to the purposes specified above, as allocated, within 365 days after the Effective Date or be forfeited with no further obligation on the part of Landlord.

(B) Landlord shall pay the Construction Allowance to Tenant within 30 days following Landlord's receipt of (i) third-party invoices for costs incurred by Tenant in constructing the Tenant Work; (ii) evidence that Tenant has paid the invoices for such costs; and (iii) lien waivers from any contractor or supplier who has constructed or supplied materials for the Tenant Work. If the costs incurred by Tenant in constructing the Tenant Work exceed the Construction Allowance, then Tenant shall pay all such excess costs and Tenant agrees to keep the Premises and the Property free from any liens arising out of the non-payment of such costs.

(C) All installations and improvements now or hereafter placed in the Premises other than building standard improvements shall be for Tenant's account and at Tenant's cost. Tenant shall pay any increase in ad valorem taxes and any increased insurance premiums thereon or attributable thereto, which cost shall be payable by Tenant to Landlord as additional Rent within 30 days after receipt of an invoice therefor. Tenant's failure to pay such cost shall constitute an event of default under the Lease.

3. **Electrical Design Capacity.** The following parameters constitute building standard electrical design capacity: (i) the total connected electrical load of all electrical equipment serving the Premises shall not exceed an average of 4.0 watts multiplied by the Rentable Square Footage of the Premises delivered through the electrical riser to the electrical room on the floor where the Premises are located; (ii) the connected electrical load for lighting shall not exceed an average of 1.5 watts multiplied by the Rentable Square Footage of the Premises; (iii) emergency power shall be limited to egress lighting only and at Landlord's option shall be provided by Tenant's battery backup fixtures or Landlord's emergency power system; and (iv) no electrical equipment shall exceed the safe and lawful capacity of the existing electrical circuit(s) and facilities serving the Premises. Any requirements, services or equipment in excess or contravention of the foregoing parameters (or any combination thereof) shall constitute above building standard electrical services subject to Landlord's approval and Tenant's compliance with the other applicable provisions of the Lease. However, the cost of purchasing and installing any above building standard electrical equipment approved by Landlord (including submeters) shall be paid at Tenant's expense.

4. **ADA Compliance.** Tenant shall, at its expense, be responsible for ADA compliance in the Premises, including restrooms on any floor now or hereafter leased or occupied in its entirety by Tenant, its Affiliates or transferees. Landlord shall not be responsible for determining whether Tenant is a public accommodation under ADA or whether the Approved Construction Documents comply with ADA requirements. Such determinations, if desired by Tenant, shall be the sole responsibility of Tenant. Landlord's approval of the Approved Construction Documents shall not be deemed a statement of compliance with applicable Laws, nor of the accuracy, adequacy, appropriateness, functionality or quality of the improvements to be made according to the Approved Construction Documents.

5. **Landlord's Oversight and Coordination.** Construction of the Tenant Work shall be subject to oversight and coordination by Landlord, but such oversight and coordination shall not subject Landlord to any liability to Tenant, Tenant's contractors or any other person. Landlord has the right to inspect construction of the Tenant Work from time to time. Within 10 days following the date of invoice, Tenant shall, for oversight and coordination of the construction of the Tenant Work, pay Landlord an oversight fee equal to 3% of the aggregate contract price for the Tenant Work. Tenant's failure to pay such oversight fee when due shall constitute an event of default under the Lease.

6. **Assumption of Risk and Waiver.** TENANT HEREBY ASSUMES ANY AND ALL RISKS INVOLVED WITH RESPECT TO THE TENANT WORK AND HEREBY RELEASES AND DISCHARGES ALL LANDLORD PARTIES FROM ANY AND ALL LIABILITY OR LOSS, DAMAGE OR INJURY SUFFERED OR INCURRED BY TENANT OR THIRD PARTIES IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE TENANT WORK.

Exhibit F

Parking Agreement

1. The Building will include a parking deck within the structure of the Building (the “**Parking Deck**”), which will serve both the Building and surrounding uses. As of the Commencement Date of the Lease, Tenant shall be entitled to the non-exclusive use of 2.7 unreserved parking spaces in the Parking Deck per 1,000 Rentable Square Feet of the Premises, at no additional cost to Tenant. Tenant agrees not to overburden the parking facilities and agrees to cooperate with Landlord and other tenants in the use of the parking facilities. Landlord reserves the right in its absolute discretion to determine whether parking facilities are becoming crowded and, in such event, to allocate parking spaces between Tenant and other tenants provided that in no event will the unreserved parking spaces allocated to Tenant’s use be less than 2.7 spaces in the Parking Deck per 1,000 Rentable Square Feet of the Premises. There will be no assigned parking unless Landlord, in its sole discretion, deems such assigned parking advisable. No vehicle may be repaired or serviced in the parking area and any vehicle brought into the parking area by Tenant, or any of Tenant's employees, contractors or invitees, and deemed abandoned by Landlord will be towed and all costs thereof shall be borne by the Tenant. All driveways, ingress and egress, and all parking spaces (other than any reserved or separately designated parking spaces) are for the joint use of all tenants. There shall be no parking permitted on any of the streets or roadways located within the project, except where expressly authorized. In addition, Tenant agrees that its employees will not park in the spaces designated as visitor parking.

2. Tenant shall at all times comply with all Laws and Regulations respecting the use of the Parking Deck. Landlord may refuse to permit any person who violates such Regulations to park in the Parking Deck, and any violation of the Regulations shall subject the automobile in question to removal from the Parking Deck.

3. Unless specified to the contrary above, the parking spaces for the parking permits provided hereunder shall be provided on an unreserved, “first-come, first-served” basis. Tenant acknowledges that the Parking Deck may be operated by an independent contractor, un-affiliated with Landlord. Tenant acknowledges that Landlord shall have no liability for claims arising through acts or omissions of such independent contractor. Landlord shall have no liability whatsoever for any damage to vehicles or any other items located in or about the Parking Deck, and in all events, Tenant agrees to seek recovery from its insurance carrier and to require Tenant’s employees to seek recovery from their respective insurance carriers for payment of any property damage sustained in connection with any use of the Parking Deck. In the event that Tenant does not contract directly for parking with the independent contractor, Landlord will share Tenant’s claims for damage with such independent contractor and will reasonably follow up on those claims at Tenant’s written request. Landlord reserves the right to assign specific parking spaces, and to reserve parking spaces for visitors, small cars, handicapped persons and for other tenants, guests of tenants or other parties, with assigned and/or reserved spaces. Such reserved spaces may be relocated as determined by Landlord from time to time, and Tenant and persons designated by Tenant hereunder shall not park in any such assigned or reserved parking spaces. Landlord also reserves the right to close all or any portion of the Parking Deck, at its discretion or if required by casualty, strike, condemnation, repair, alteration, act of God, Laws, or other reason beyond Landlord’s reasonable control. If Tenant’s use of any parking permit is precluded for any reason,

Tenant's sole remedy for any period during which Tenant's use of any parking permit is precluded shall be abatement of parking charges for such precluded permits. Tenant shall not assign its rights under this Parking Agreement except in connection with a Permitted Transfer.

4. In addition to any rights or remedies available to Landlord in the event of a default under the Lease or any individual parkers failure to comply with the terms of this Parking Agreement or any rules and regulations established for the Parking Deck, Landlord shall have the right to remove any vehicles from the Parking Deck.

Exhibit G

Tenant's Insurance Requirements

1. SPECIFIC INSURANCE REQUIREMENTS.

INSURANCE	COVERAGES/LIMITS	OTHER REQUIREMENTS
A. Workers' Compensation	Statutory limits	
B. Employer's Liability	\$1,000,000 each accident for bodily injury by accident \$1,000,000 each employee for bodily injury by disease	
C. Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence \$2,000,000 general aggregate	1. Covered Parties (defined below) will be named as "additional insureds". 2. Separation of insured language will not be modified. 3. Aggregate limit of insurance (per location) endorsement. 4. Applicable to the Premises and its appurtenances. 5. Liquor liability coverage reasonably acceptable to Landlord.
D. Business Automobile Liability (Occurrence Basis)	\$1,000,000 combined single limit for each accident	1. Covered Parties will be named as "additional insureds". 2. Including owned, hired or non-owned vehicles.
E. Umbrella Liability Insurance (Occurrence Basis)	\$4,000,000	1. Written on an umbrella basis that follows form in excess of the coverages described in B, C, and D of this Exhibit. 2. Covered Parties will be named as additional insureds. 3. Aggregate limit per location endorsement. 4. Same inception and expiration dates as commercial general liability policy.
F. Business income (formerly "business interruption") insurance	Not less than 80% of Tenant's gross annual income at the Premises less non-continuing expenses. Coverage shall be provided on all operations at the Premises.	1. May include a deductible and/or time element for which Tenant shall be solely responsible.

G. Causes of Loss-Special Form (formerly known as "All Risk") Property Insurance, including flood and earthquake	100% replacement cost of all Tenant's Property.	1. Name Landlord as "loss payee as its interest may appear". 2. Contain only standard printed exclusions. 3. Ordinance or law coverage endorsement.
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2. GENERAL INSURANCE REQUIREMENTS.

A. Policies. Policies must:

- (1) Include a waiver of subrogation in favor of the Landlord Parties.
- (2) Be issued by carriers having ratings of *Best's Insurance Guide* A-/VIII or better and admitted to engage in the business of insurance in the State in which the Property is located;
- (3) Be endorsed to be primary with the policies of Landlord being excess, secondary and noncontributing; and
- (4) The term "***Covered Parties***" means Landlord (or successor), Landlord's property manager, Landlord's mortgagee, and their respective members, principals, beneficiaries, partners, officers, directors, employees, and agents, and other designees of Landlord as the interest of such designees.

B. Limits and Deductibles.

- (1) Deductibles shall be reasonably acceptable to Landlord.
- (2) The limits of Tenant's insurance shall not limit Tenant's liability under the Lease.

C. Evidence of Insurance. Insurance must be evidenced as follows:

- (1) All certificates of insurance and endorsements evidencing Tenant's insurance shall be delivered to Landlord the earlier to occur of the Commencement Date or the date Tenant is provided access to the Premises for any reason, and upon renewals at least 10 days prior to the expiration of the insurance coverage;
- (2) Tenant shall provide, or cause its insurance carrier to provide, 30 days' prior written notice to Landlord for cancellation, nonrenewal, or substantial modification, and 10 days' prior written notice for non-payment; and
- (3) All policies, endorsements and certificates required hereunder will be on forms reasonably acceptable to Landlord.

Exhibit H

Defined Terms

1. ***“Abated Rent”***: Any abated Base Rent, Operating Expenses or other Rent, or any period of “free” rent, reduced rent, early occupancy, or other rent concession.
2. ***“Affiliate”***: Any person or entity controlling, controlled by or under common control with Tenant or Landlord, as applicable.
3. ***“Business Day(s)”***: Monday through Friday of each week, exclusive of Holidays.
4. ***“Claims”***: All liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including reasonable attorneys’ fees and other professional fees that may be imposed upon, incurred by or asserted against any of such indemnified parties.
5. ***“Collateral”***: All of Tenant’s inventory, goods, consumer goods and equipment now or hereafter situated in the Premises and all proceeds therefrom, including insurance proceeds.
6. ***“Common Areas”***: Any portions of the Property that are designated by Landlord, from time to time, for the common use of tenants and others.
7. ***“Contamination”***: The existence, release, or disposal of a Hazardous Material at or from the Premises, the Building or the Property which may result in any liability, fine, use restriction, cost recovery lien, Remediation, adverse impact to air quality, or government or private party action affecting any Landlord Party.
8. ***“Controllable Expenses”***: All Operating Expenses excluding expenses relating to the cost of utilities, janitorial service, security, insurance, tax expenses and assessments, snow and ice removal and other expenses not within Landlord’s control.
9. ***“Costs of Reletting”***: Commercially reasonable costs, losses and expenses incurred by Landlord in reletting all or any portion of the Premises, provided that the costs and expenses (but not the losses) are actually paid or payable to third party vendors.
10. ***“Essential Services”***: The services described in **Section 7.A(1), (2), and (4)**.
11. ***“Excess Operating Expenses”***: The amount, if any, by which Operating Expenses for each calendar year during the Term exceed Operating Expenses for the Base Year.
12. ***“Excluded Expenses”***: (a) leasing commissions, attorneys’ fees and other expenses related to leasing tenant space and constructing improvements for the sole benefit of an individual tenant; (b) goods and services furnished to an individual tenant of the Building which are above building standard and which are separately reimbursable directly to Landlord in addition to Excess Operating Expenses; (c) repairs, replacements and general maintenance paid by insurance proceeds or condemnation proceeds; (d) depreciation, amortization, interest payments on any encumbrances on the Property and the cost of capital improvements or additions, except amortization of Includable Capital Expenditures; (e)

costs of installing any specialty service, such as an observatory, broadcasting facility, luncheon club, or athletic or recreational club; (f) expenses for repairs or maintenance related to the Property which have been reimbursed to Landlord pursuant to warranties or service contracts; (g) principal payments on indebtedness secured by liens against the Property, or costs of refinancing such indebtedness; (h) interest and penalties due to late payment of any amounts owed by Landlord, except such as may be incurred as a result of Tenant's failure to timely pay its portion of such amounts or as a result of Landlord's contesting such amounts in good faith; (i) costs related to the existence and maintenance of Landlord as a legal entity, except to the extent attributable to the operation and management of the Property; (j) transfer, gains, inheritance, estate or income taxes; (k) expenses incurred in leasing or procuring new tenants and expenses for preparation of leases or renovating space for new tenants, rent allowances, lease takeover costs, payment of moving costs and similar costs and expenses; and (l) any rental payments pursuant to any ground lease of land underlying all or any portion of the Building or Property (except to the extent the same may be made to pay or reimburse, or may be measured by, insurance premiums and/or property taxes).

13. ***"Expiration Date"***: The last day of the calendar month in which the Term ends.
14. ***"Hazardous Material"***: Any substance the presence of which requires, or may hereafter require, notification, investigation or remediation under any Laws or which is now or hereafter defined, listed or regulated by any governmental authority as a "hazardous waste", "extremely hazardous waste", "solid waste", "toxic substance", "hazardous substance", "hazardous material" or "regulated substance", or otherwise regulated under any Laws.
15. ***"Holidays"***: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Christmas Day, and Martin Luther King Day.
16. ***"Includable Capital Expenditures"***: Capital expenditures incurred: (a) to conform with Laws; (b) to provide or maintain building standards consistent with other Class A office buildings in the Raleigh, North Carolina area (other than building standard tenant improvements); or (c) with the reasonable intention of promoting safety or reducing or controlling increases in Operating Expenses, such as lighting retrofit or installation of energy management systems, but, with respect to this item (c) only, not to exceed the estimated cost savings in a given calendar year. Such expenditures shall be amortized uniformly over the following periods of time (together with interest on the unamortized balance at the Prime Rate as of the date incurred plus 2%): the shorter of (x) for cost savings projects, the anticipated payback period, and for building improvements, the shorter of 10 years or the estimated useful life of the improvement; and (y) 3 years for expenditures under \$50,000 and 5 years for expenditures in excess of \$50,000. Notwithstanding the foregoing, Landlord may elect to amortize capital expenditures under this subsection over a longer period of time based upon (i) the purpose and nature of the expenditure, (ii) the relative capital burden on the Property, and (iii) otherwise in accordance with sound real estate accounting principles consistently applied.

17. **“Landlord Delay”**: The actual delay in the substantial completion of the Tenant Work caused solely by (a) Landlord’s failure to comply with or timely meet its obligations and deadlines specifically set forth in the Work Letter, and such purported failure to comply is not cured within 2 Business Days following delivery to Landlord of written notice from Tenant describing such failure and (b) Landlord’s or any Landlord Party’s material interference with the construction of the Tenant Work without justification therefor.
18. **“Landlord Parties”**: Landlord, its trustees, Affiliates, subsidiaries, members, principals, beneficiaries, partners, officers, directors, shareholders, employees, Mortgagee(s) and agents (including the manager of the Property).
19. **“Landlord’s Rental Damages”**: The total Rent which Landlord would have received under the Lease (had Tenant made all such Lease payments as required) for the remainder of the Term minus the fair rental value of the Premises for the same period, or, if the Premises are relet, the actual rental value (not to exceed the Rent due during the Term), both discounted to present value at the Prime Rate in effect upon the date of determination.
20. **“Laws”**: All applicable statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity, now or hereafter adopted, including the Americans with Disabilities Act and any other law pertaining to disabilities and architectural barriers (collectively, **“ADA”**), and all laws pertaining to the environment, including the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601 et seq., and all restrictive covenants existing of record, declarations development agreements and all rules and requirements of any existing association or improvement district affecting the Property.
21. **“Normal Business Hours”**: 8:00 A.M. to 6:00 P.M. on Business Days and 9:00 A.M. to 1:00 P.M. on Saturdays, exclusive of Holidays.
22. **“Operating Expenses”**: All costs and expenses (including Includable Capital Expenditures and any real estate taxes, assessments, excises or other taxes of any kind) incurred or accrued in each calendar year in connection with the ownership, operation, maintenance, management, repair and protection of the Property which are directly attributable or reasonably allocable to the Building, including Landlord’s personal property used in connection with the Property. If Landlord incurs Operating Expenses for the Property together with one or more other buildings or properties, whether pursuant to a reciprocal easement agreement, common area agreement, declaration, set of restrictions, development agreement or otherwise, the shared costs and expenses shall be allocated pursuant to any such agreement or equitably prorated and apportioned by Landlord between the Property and the other buildings or properties. Operating Expenses shall not include Excluded Expenses. Landlord shall have the right, from time to time, to equitably allocate some or all of the Operating Expenses for the Property among different portions or occupants of the Property (each, a **“Cost Pool”**), in Landlord’s reasonable discretion. Such Cost Pools may include, but shall not be limited to, separating costs between the office space tenants of the Property and the retail space tenants of the Property or between different buildings at the Property. The Operating Expenses within each such Cost Pool shall be allocated and charged to the tenants within such Cost Pool on a fair and equitable basis.

23. **“Prime Rate”**: The per annum interest rate publicly announced by a federally insured bank selected by Landlord in the state in which the Building is located as such bank’s prime or base rate.
24. **“Prohibited Uses”**: Schools, government offices or agencies; personnel agencies; collection agencies; credit unions; data processing, telemarketing or reservation centers; medical treatment and health care; radio, television or other telecommunications broadcasting; restaurants and other retail; customer service offices of a public utility company; or any other purpose which would, in Landlord’s reasonable opinion, impair the reputation or quality of the Building, overburden any of the Building systems, Common Areas or parking facilities (including any use which would create a population density in the Premises which is in excess of the density which is standard for the Building), impair Landlord’s efforts to lease space or otherwise interfere with the operation of the Property.
25. **“Property”**: The Building and the parcel(s) of land on which it is located as more fully described on **Exhibit B**; all appurtenances including all appurtenant parking facilities; and the Building garage(s) and other improvements serving the Building, if any, owned by Landlord.
26. **“Regulations”**: The rules and regulations of the Building attached as **Exhibit C** to the Lease, as the same may be modified by Landlord from time to time.
27. **“Rent”**: Collectively, Base Rent, Tenant’s Pro Rata Share of Excess Operating Expenses and any and all other sums payable by Tenant under this Lease, including all rental, sales and use taxes (but excluding income taxes), if any, imposed upon or measured by Rent under applicable Law.
28. **“Service Failure”**: Any interruption, suspension or termination of services being provided to Tenant by Landlord or by third-party providers.
29. **“Tenant Parties”**: Tenant, its trustees, Affiliates, members, principals, beneficiaries, partners, officers, directors, shareholders, employees and agents.
30. **“Tenant’s Pro Rata Share”**: The percentage equal to the Rentable Square Footage of the Premises divided by the Rentable Square Footage of the Building.
31. **“Tenant’s Property”**: Above Building standard leasehold improvements and Tenant’s trade fixtures, equipment, furniture and other personal property within the Premises.

Exhibit I

Building Cleaning and Maintenance Specifications

Janitorial services will be provided five (5) days per week. General cleaning specification with anticipated task and frequency are as follows:

Daily

1. Sweep, damp mop or vacuum all floor areas of resilient, wood or carpet in high traffic areas. Remove gum, tar, etc. adhering to floor, tile and spot clean carpet stains.
2. Empty and damp wash all wastebaskets, remove all trash, and insert new liners.
3. Dust, clean and/or polish level surfaces of desks, filing cabinets, all other office furniture, windowsills and picture frames.
4. Spot wash to remove smudges, marks and fingerprints from walls, equipment door partitions, light switches, desktops, etc.
5. Wash and sanitize water fountains, wash chalk/dry-erase boards, break room tabletops and base of tables and chairs.
6. Sweep all stairwells, steps and landings.
7. Clean elevator cab walls, vacuum cab carpet and spot clean where needed. Clean door tracks.
8. Clean glass and Plexiglas surfaces and polish railings.
9. Clean and scrub all restrooms, floors and stall partitions, mirrors, soap dispensers, shelves, washbasins, exposed plumbing, dispensers and disposal container exteriors using detergent disinfectant and water. Clean and sanitize toilets and urinals with detergent and disinfectant beginning with the seats and working down. Clean and polish bright metals. Refill all soap, toilet tissue and towel dispensers. Empty trash and replace liners.
10. Clean all baseboards. Clean all entrance door thresholds.
11. Clean and polish all lobby floors, vacuum all lobby carpet. Clean and/or spot clean carpets as needed.
12. Clean and wipe all fingerprints from garage level entrance door glass and clean floors within garage level elevator lobbies.
13. Notify Property Management of any irregularities in the building. Any suspicious persons or events shall be reported immediately to Kane Public Safety at 369-4089.
14. Properly dispose of all trash, cardboard and commingled recycling.

Weekly

1. Spot clean and recondition hard surfaced floor area with wax and buffer.
2. Wipe down all exterior and interior wood doors with mild detergent and water. Do not use wax or polish unless instructed.
3. Wipe telephones with damp cloth.
4. Dust all high areas including moldings, door blinds, window casings, blinds, etc.
5. Sweep and damp mop all stairways, landings, dust railings and steel frames.
6. Clean marble, where applicable.
7. Detail Vacuum all carpeted areas.
8. Vacuum or remove lint on all cloth-covered furniture.
9. Clean Main Lobby, Parking garage level lobby glass, floors and wipe elevators. (Sunday)
10. Provide Supervisor's nightly inspection sheets to Property Management representative.

Monthly

1. Vacuum all ceiling and wall air supply and exhaust diffusers and/or grills.
2. High dust all light fixtures (remove all fingerprints and smudges) and other vertical or horizontal surfaces.
3. Make inspection tour with a Property Management representative (monthly or as needed).

Quarterly

1. Vacuum drapery, cornices and wall hangings.
2. Damp wash diffusers, vent grills and light lenses, including surrounding wall or ceiling areas that are soiled.
3. As needed, strip and refinish vinyl flooring, but not to exceed every two months.

Exhibit J

Form Memorandum of Lease

This instrument prepared by and return to:

STATE OF NORTH CAROLINA)	
)	MEMORANDUM OF LEASE
COUNTY OF WAKE)	

This Memorandum of Lease is made under and pursuant to the provisions of Section 47-118 of the General Statutes of North Carolina for the purpose of registration as follows:

1. LANDLORD: **Tower 4, Owner, LLC**, a Delaware limited liability company
2. TENANT: _____, a _____
3. TERM: The term is for _____ months. The Commencement Date is estimated to be on or about _____, 20____.
4. RENEWAL: Tenant has an option to extend the lease for _____ renewal period of _____ years.
5. PREMISES: Approximately _____ rentable square feet of space located at 305 Church at North Hills Street, Raleigh, North Carolina 27609, which is a part of the property more particularly described on Exhibit A attached hereto and incorporated herein by reference.

The provisions set forth in the written Lease Agreement between the parties dated _____, 201__, are hereby incorporated in this memorandum by reference as if the same were herein fully set forth.

Upon the expiration or earlier termination of the Lease, Landlord shall have the right to unilaterally release this memorandum from record without Tenant's execution of a release or any further documentation upon 10 days prior written notice to Tenant.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Lease to be executed this _____ day of _____, 20____.

[Landlord's signature page]

LANDLORD:

TOWER 4 OWNER, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this _____ day of _____,
201__, by _____ as _____ of Tower
4 Owner, LLC, a Delaware limited liability company, on behalf of said limited liability company.

WITNESS my hand and official seal.

Notary Public – State of Texas

[Tenant's signature page]

TENANT:

_____,
a _____

By: _____
Name: _____
Title: _____

[ADD STATE SPECIFIC NOTARY LANGUAGE]

STATE OF _____)
_____)
COUNTY OF _____)

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated herein and in the capacity indicated: _____, (*name*)
_____, a _____ (*title*) of _____, a
_____.

Date: _____

Official Signature of Notary
Printed Name: _____
My commission expires: _____

Exhibit A to
Memorandum of Lease

Legal Description

Exhibit K

Building Shell Condition

PROJECT SUMMARY:

- The project is located in Raleigh, NC and bounded by Six Forks Road, Front at North Hills Street, Plaza at North Hills Street, and Market at North Hills Street.
- The ground floor of the office building shall house a lobby area space, retail spaces, a service area, service equipment rooms and loading dock area. Floors two through nine will consist of parking as well as core areas (i.e. elevators, service rooms etc.), excluding restrooms. Floors ten through twenty-one shall consist of core areas including restrooms.
- The exterior of the building will be clad with a glazing system with high-performance electrochromic windows as well as low-e insulated glass.

FOUNDATIONS AND SLABS:

- Deep foundation systems shall be provided to support the parking deck and office tower. See Structural Narrative and Geotech report.
- Reinforcement shall be as designed by structural engineer and provide for the support of the loading as listed in the Structural Narrative in addition to dead loads generated by the structure.

BUILDING STRUCTURAL FRAME:

- See Structural Narrative.

GLASS AND GLAZING:

- Glazing shall be 1" Insulating High Performing Low-E Glass as well as ¼" Spandrel Glass with insulation behind. See Elevations.

THERMAL/MOISTURE PROTECTION:

- All windows, door system, and exterior joints will be caulked with a silicone sealant.
- All perimeter walls will be insulated with a batt or semi-rigid insulation to achieve at R-13 value.

INTERIOR FINISHES

The interior finish described herein shall verbally define the elevator lobby and core areas.

- Elevator lobbies
 - No wall or floor finishes are provided on office floors for the elevator lobbies for single-tenant floors. Single floor tenant will be responsible for elevator lobby finishes as part of tenant buildout.
 - Landlord will provide multi-tenant elevator lobbies finished to a Class A office standard.
- Core Areas:
 - Restrooms – The floors and fixture walls of each restroom will receive tile. Remaining wall surface will be finished with paint. The ceiling consists of a 2 x 2 acoustical

ceiling grid. Drywall lighting soffit with recessed can lights will be constructed over full-length quartz countertop lavatories. Toilet accessories shall be stainless steel finish and fully recessed in walls where possible. Enclosed toilet compartments with premium grade louvered, wood entry doors with lever-type door hardware will be provided.

- Service Area
 - Service area shall provide areas for trash compactor, generator, and dock leveler.
- Office Area:
 - Perimeter (outside) walls of restrooms, stairwells, mechanical/electrical rooms will receive drywall surface over metal studs. Drywall will be taped, spackled, sanded and ready for finish (Finish provided as part of tenant improvement allowance for single tenant floors)
 - Landlord will install, at its sole cost and expense, finished elevator lobbies and connecting corridors on multi-tenant floors. Two (2) building fire stairs installed in the core area with finished and painted drywall with wood veneer doors, hollow metal frames and commercial grade hardware, concrete landings and stair treads, painted metal railings and lighting. Landlord will allow Tenant use of fire stairs as interconnecting stairs (at Tenant's option) and to upgrade finishes in fire stairs at Tenant's cost.
 - Building columns outside of the core area will be left exposed (finish to be provided as part of tenant finishes allowance). The exterior wall is a full height glazing system with floor to ceiling glass.

FURNISHINGS

- Signage at each restroom will be provided and comply with ADA guidelines.
- Exterior windows at tenant areas will be equipped with 1" horizontal mini-blinds. Blinds shall be provided in Landlord selected Building Standard color from manufacture's standards. The exterior mullions shall have a blind pocket to receive the frame of 1" horizontal mini-blinds.

ELEVATORS

- Passenger travel shall be provided to each floor via six (6) 3500 lbs capacity elevators. Elevators shall be machine-roomless, traction type with a travel speed of 500 FPM and have an acceleration rate of 2.5'/sec². The passenger elevators will be provided with dual control panels and bi-parting doors. Elevators to have 3'-6" by 8' center opening doors with a 9' cab height.
- Passenger elevator cabs shall be finished to a Class A Office Standard
- One service elevator will also be provided in addition to passenger cabs. Service elevator will be 4500 lbs capacity, gearless traction operated system at a speed of 350 FPM with an acceleration rate of 2.5'/sec². Cab finish for service elevator will be manufacturer's standard with a nine foot (9 ft.) tall cab with a pop-up to twelve foot (12 ft.) tall in rear. 4' x 8' two speed side opening doors shall be provided. Elevator shall stop at all levels of office and garage.
- All elevators shall serve Level 1 through Level 21 of the office building and parking garage.

HVAC

- The building heating and cooling system is based upon Packaged Water-Cooled Self-Contained Variable Air Volume Conditioning System. The tonnage is determined by calculation of the heat gains anticipated. The elements of the central system will be designed to accommodate capacity for future office floor supplemental HVAC and retail space build-out.
- Each office floor (Levels 10-21) shall have one self-contained unit to provide the primary cooling.
- The lobby floor shall have one SCU to provide primary cooling and heating to the lobby space.
- A condenser water-piping loop shall circulate water to the self-contained units via two centrifugal pumps (one shall be 100% backup) in pump room on the first level. The pumps shall have a variable frequency drives (VFDs) to modulate the pump speed based on cooling demand. Each self-contained unit shall have a 2-way or 3-way self-balancing control valve. Water treatment, filters, and air control shall be located in the penthouse. Two (2) cooling towers on the roof shall cool the condenser water. The tower shall stage its fans and pumps based on the building cooling demand.
- The Base building system for the office floors includes VAV Boxes for the Core Areas only. All other HVAC zones and the medium pressure duct loop shall be cost of tenant during tenant buildout. The base building design allows the tenant to add terminal units to provide appropriate zoning for their layout.
- The basic system for the retail spaces shall consist of condenser water supply and return taps for future tenant supplemental unit connection, and unit heaters for freeze protection. The tenant will provide their own mechanical equipment and connections to the base building provided taps.
- Fans shall be installed to provide stairwell pressurization compliant with High Rise building construction.
- The HVAC system will be controlled and monitored via a direct digital control system (DDC) by tenant.
 - Components of the heating and air conditioning systems shall be designed and selected according to the following design conditions.
 1. Outdoor Conditions:
 - a. Summer: 2017 ASHRAE 99.6% Design Criteria-outdoor design temperature of 95.0°F DB, 75.5°F MCWB.
 - b. Winter: 2017 ASHRAE 99.6% Design Criteria-outdoor design temperature of 20.6°F DB.
 2. Indoor Conditions:
 - a. Office Retail, Restaurant, Lobby Areas and Toilet Rooms:
Summer: 72 degrees F DB-60% RH max (by system design-no reheat)
Winter: 70 degrees DB (No humidity control) (no credit for internal gains or solar contribution)
 - b. Elevator Controller Room: Supplemental HVAC sized for the anticipated elevator equipment will be installed.
 - c. Mechanical/Telephone/Electrical Spaces: Ventilate or condition to maintain space temperatures within the manufacturer's recommended limits. Electrical equipment and material ratings must be coordinated with the space conditions.

Coordination with the Electrical Contractor is the responsibility of this contractor.

3. Lighting:
 - a. Office Area (Building Area Method): 0.89 Watts per usable space feet
 4. Equipment Heat Load:
 - a. Office Areas: 1 Watt/usable square foot
 5. Occupancy/Use for calculating cooling load:
 - a. Office Areas: 200 usable square foot/person
 - b. Lobbies: 100 usable square foot/person
 6. Outside Air Ventilation:

Provide outside air at the rates specified in ASHRAE 62.1-2007. At a minimum, size equipment to accommodate normal office area functions based on the usable square footage of the building.
- Central systems shall have 10% sensible and latent capacity based on block load calculations to accommodate special tenant loading conditions, added VAV boxes, system pickup in severe conditions, and unforeseen construction conditions. Central system shall include all equipment, piping in the mechanical room, piping risers serving multiple floors, piping distribution mains on each floor, and ductwork enclosed within a shaft.
 - Downstream ductwork and diffusers as well as return air grilles are included in the common areas. In the tenant spaces medium & low pressure ductwork, VAV Boxes, supply diffusers, and return air grilles are not included in the base building and are part of tenant improvement allowance.
 - Medium pressure ductwork to the VAV boxes serving the core areas are included. All new tenant upfit VAV Boxes shall be sized at 2,500 FM. Ductwork downstream of all VAV boxes shall be sized at .08"/100'.
 - DDC Temperature Control Sequences:
 - Normal operation of Package Water-Cooled self-contained unit:
 - ♦ Compressors shall cycle to maintain fixed leaving supply air temperature. Unit supply fans shall operate.
 - ♦ Upon supply fan reduction in flow due to decreased load, the outside air supply shall modulate to maintain fresh air circulation per ASHRAE 62.1-2007
 - ♦ Economizer operation shall be attained via water-side economizer operation
 - ♦ Exhaust fan speed shall always be maintained at a specific offset from the outside air supply fan speed so as to maintain proper building positive pressure.
 - Unoccupied mode:
 - ♦ Provide means so that self-contained unit shall not operate fans and heaters in fan mixing terminals shall operate to provide heat to satisfy the night setback temperature (programmable).
 - Morning warm-up mode:
 - All shall operate in 100% recirculating mode; fans and heaters in fan mixing terminals shall continue to operate, and all interior VAV boxes shall be opened through the DDC system.
 - Variable Volume Terminal:
 - ♦ Space thermostats to modulate cooling control damper and activate the re-heat coil to maintain space temperature.

- Fresh air is provided via medium-pressure ductwork from one roof mounted energy recovery ventilator (ERV) unit to the individual package water-cooled air handlers. Fresh air is introduced to the building per ASHRAE 62.1-2007. The return air for the system will be through the plenum. Building pressure will be controlled with variable frequency drives on the outside air supply and exhaust fans in the ERV via VAV terminals on each floor.
- Restroom exhaust will be provided through central exhaust riser serving each core area restroom and exhausted through the ERVs.
- Tenant condenser water supply and common condenser water return taps will be supplied in future tenant spaces. Each office floor shall have ten tons nominal capacity available for future tenant connection. The retail spaces have a one ton nominal per 150 RSF amount of capacity available for future tenant connection. . Tenant design shall include necessary cooling-only water-source heat pumps.

PLUMBING

- Water closets will be wall mounted, and urinals will be wall-hung and allow for one handicapped water closet per toilet room. All water closets, urinals and lavatories in each restroom will be provided with infra-red automatic control features. Water closets will be 1.28 GPF, Urinals will be 0.125 GPF and Lavatories will be provided 0.35 GPM faucets. All future break room sinks will be provided a 1.0 GPM faucet. Fixture count is based upon the estimated occupancy. Stainless steel water coolers, one combination standard/handicapped on each floor, will be installed. Mop sinks will be provided in each janitor's closet.
- A tank-type electric water heater will be located in the mechanical room on Level 10. Tank-type electric water heaters will be provided in the Janitor's Closets on Levels 11,14,16,18,& 20. These heaters will serve their respective floor level as well as the fixtures on the floors above. Water heaters shall have a circulating pump to maintain temperature. An instantaneous electric water heater will be included near the BOH restroom on Level 01.
- Floor drains will be provided in each restroom, mechanical room and Janitor's Closet.
- All hot and cold-water piping will be copper. Shut off valves for the water supply shall be installed at tap for future tenants. A backflow preventer and booster pump (s) will be installed. Hot and cold water piping will be insulated.
- Three (3)-wet stacks will be installed for tenants use (waste, vent, and water stub out at each floor).

FIRE PROTECTION

- A complete fire protection system will be installed, except for the open air parking level areas. The automatic system will be designed per North Carolina standards to the hazard as required for the occupancy. All sprinkler heads will be finished heads installed above the ceiling at branch lines to be located to center of 2x2 ceiling tile at future date as part of Office Finish allowance.
- Elevator lobbies and building lobby areas with drywall/hard ceilings will receive white concealed head finish. Common areas, bathrooms, hallways with finished ceilings will receive semi- recessed white heads.
- Each floor will be zoned separately.

- Class 1 standpipes will be provided in all exit stairways. 2½" hose valves with caps and chains will be provided at each floor landing. One standpipe will extend to a roof manifold.
- Fire Protection Contractor will provide all calculations, installation concept drawings, etc., required to obtain insurance agency approvals and deliver them to the owner. Each system shall be hydraulically calculated to meet the demand for the building occupancy. A fire pump has been included to provide proper pressures required for system.

ELECTRICAL

- Service Equipment & Distribution
 - Service consists of five 277/480V, 3phase, 4 wire electrical services.
 - ♦ Service 1 of 5 – 2,500 Amps, Office Tower House Service
 - ♦ Service 2 of 5 – 4,000 Amps, Office Tower Office Floor Tenant Service
 - ♦ Service 3 of 5 – 4,000 Amps, Office Tower Office Floor Tenant Service
 - ♦ Service 4 of 5 – 1,600 Amps, Retail & Parking Deck Service
 - ♦ Service 5 of 5 – 600 Amps, Fire Pump Service
 - Main switchgear will be located on the ground level.
 - Distribution will be 480/277V for HVAC equipment and lighting panelboards and 120/208V for receptacle panelboards and provided at each floor.
 - Distribution for heat and general tenant service shall be provided via two vertical bus ducts to each office floor. Bus ducts will be nominally split such that one bus supplies floors 10-16 and one bus supplies floors 17-21.
 - Power panels to tenant floors have been provided at 2 watts/ r.s.f. for tenant 277 volt lights and 5 watts/ r.s.f. for tenant 120 volt power.
 - A code compliant grounding system has been included for the electrical service that terminates to a building grounding loop, the domestic water supply, and the structural steel frame.
 - Core receptacles will be provided at the following locations: Corridors, tele/data rooms, electrical rooms, mechanical rooms, elevator pits, and restrooms.
 - EMT conduit will be provided for branch circuitry except for final 6' whip to lighting fixtures which may be M.C. cable.
 - All electrical work will be coordinated with other trades and shall comply with all applicable codes.
- Equipment Connections
 - All shell mechanical equipment will be wired.
 - The elevators will be wired complete with fusible disconnecting means, switched pit light, and receptacle.
- Lighting
 - All lighting shall be LED or shall utilize low mercury lamps. Lamps shall be 70 picograms of mercury per lumen-hour or less for all mercury containing lamps.
 - Interior lighting shall be provided in core and shell areas.
 - Lighting will be installed in first floor corridors and lobbies, typical office elevator lobby, stairwells, toilet rooms, electrical/mechanical room and parking garage
 - Temporary lighting will be provided in shell areas. All other lighting shall be included as part of the tenant improvement allowance.
 - Lighting in EMS control for restrooms, janitor's closets, and mechanical rooms shall be controlled via motion-sensor controls for on/off operation.

- All other lighting shall be switched from a lighting panel with controllable circuit breakers (controlled by EMS) located within the electrical room on each respective floor.
- An exit and emergency lighting system including emergency generator operated exit signs and emergency units will be installed at minimum as required by North Carolina Building Code for the building areas based on an open floor plan.
- Fire Alarm
 - Emergency voice/alarm communication (EVAC) system shall be provided and shall meet all local and high-rise building codes
 - EVAC control panel shall be located in the Fire Command Center
 - Anticipate one extender panel per floor provided
- Security System
 - Perimeter and elevator key card entry system for Building. Security system will have sufficient capacity to meet Tenant's reasonable needs for additional reader connection on each floor.
- Telephone System
 - Service conduit extended to the equipment room and a ¾" fire rated panel will be installed for future use.
 - Ten (10) 4" conduit sleeves will be installed between floors for future tenant low voltage interconnectivity.

Exhibit L

LEED Requirements

Landlord intends to construct the Building using The Leadership in Energy and Environmental Design (LEED®) Green Building Rating System for Core & Shell Development version 2.0 (LEED-CS). LEED-CS is a set of design and construction criteria used to certify the sustainability of core and shell buildings. It has been developed by the U.S. Green Building Council and is recognized by the industry as the standard by which green buildings are measured. Buildings receive credits in six major categories; Sustainable Sites, Water Use Reduction, Energy and Atmosphere, Materials and Resources, Indoor Environmental Quality, and Innovation in Design.

The LEED Core & Shell Rating System encourages a synergistic relationship between the developer and future tenants so that both can capitalize on green strategies implemented in the core and shell design. Core and shell construction is typically defined as the building structure, envelope, common areas (lobbies, restrooms, mechanical rooms), and building mechanical and electrical distribution systems (main electrical switchgear and transformers, mechanical roof-top units and main trunk ductwork). Branch mechanical and electrical systems (tenant lighting, convenience power, and ductwork from the main branch lines to the diffusers in the ceiling) are typically part of the tenant build-out. The LEED-CS rating system is designed so that the developer/owner can provide the building systems necessary for the tenant to easily pursue a LEED for Commercial Interiors (LEED-CI) certified tenant space without modifications to the building's shell systems.

The Tenant Design and Construction Guidelines (copy available upon request) describe the strategies pursued during the design and construction of the shell and core building and how those sustainable strategies can be further developed during the tenant improvements, whether or not the tenants decide to pursue LEED-CI certification. While most items listed in the Tenant Design & Construction Guidelines are suggestions for tenants to implement, special attention should be given to the requirements identified below:

Water Use Reduction

Water Use Reduction for retail and office tenants. The core & shell building utilizes low flow water closets, urinals, lavatories, and showers to reduce building water use. As part of the base building certification, tenants are required to limit their plumbing fixture flowrates to the following.

Office Tenants: Water Closet – 1.28 gpf, Urinal – 0.125 gpf, Kitchen sink – 1.0 gpm, Lavatory – 0.2 gpc

First Floor Retail Tenants: Water Closet – 1.28 gpf, Urinal – 0.125 gpf, Kitchen sink – 1.5 gpm, Lavatory – 0.2 gpc, pre-rinse spray valve – 1.6 gpm at 60 psi.

Energy and Atmosphere – Lighting Power Density Reduction

Lighting Power Density reductions for interior and exterior lighting. The core & shell building utilizes two lamp T5 fluorescent fixtures capable of achieving the same foot-

candle lighting levels as standard fixtures at a reduced watts per square foot. As part of the base building certification, office tenants are required to limit the Lighting Power Density in their spaces to 0.9 watts per square foot. First floor retail tenants are required to limit the Lighting Power Density in their spaces to 1.4 watts per square foot. This is required for all tenants, whether or not the tenants are seeking LEED-CI certification.

Energy and Atmosphere – Fundamental Refrigeration Management

Tenants are prohibited from using mechanical cooling equipment with CFC-based refrigerants.

Energy and Atmosphere – Enhanced Refrigerant Management

Tenant buildouts shall either use zero refrigerants or the tenant systems shall comply with the maximum ozone depletion requirements per LEED v2009 Core & Shell EA credit 4.

Tenant building shall include zero use of ozone depleting substances in tenant-installed fire suppression systems.

Indoor Environmental Quality – Minimum IAQ Performance

Floor 1 consists of a Lobby (mechanically ventilated), two shell retail spaces (future mechanically ventilated), and various mechanical/electrical rooms and service areas. The two shell retail spaces on this floor will be constructed with unit heaters for freeze protection, but will be required to install appropriate mechanical equipment in the tenant upfit design to meet ASHRAE Standard 62.1-2007 requirements. This is required, whether or not the tenants are seeking LEED certification. See EA credit 1, EQ credit 1 and EQ credit 7 for specific design requirements. Outside air louvers and hoods will be installed as part of the shell construction for these spaces with a capacity of 10,000+ cubic feet per min. outside air, a sufficient capacity to meet ASHRAE 62.1-2007.

Indoor Environmental Quality – Outdoor Air Delivery Monitoring

First floor tenants are required to install an outdoor air delivery monitoring in each mechanical ventilation system in the tenant upfit design. The monitoring stations shall be capable of measuring with an accuracy of +/- 15%. The system must be configured to generate an alarm when the conditions vary by 10% or more from setpoint, via either a building automation system alarm to the building operator or via a visual or audible alert to the tenant occupants.

Each densely occupied tenant space shall be provided with space-mounted carbon dioxide sensors with local alarm when space conditions exceed by more than 10% the CO₂ setpoint. Densely occupied spaces are those with 25 people per 1000 SF area, or more.

Indoor Environmental Quality – Increased Ventilation

Tenants installing mechanical systems with ventilation air shall exceed the ventilation rate required by the ASHRAE 62.1-2007 Ventilation Rate Procedure by at least 30%.

Indoor Environmental Quality – Thermal Comfort: Design

Strategies should be employed to provide a thermally comfortable environment that supports the productivity and well-being of tenant space occupants. First floor tenant upfit designs must comply with ASHRAE Standard 55-2004, Thermal Comfort Conditions for Human Occupancy using the active conditioning approach (e.g. mechanical HVAC systems). This is required whether or not the tenants are seeking LEED certification. The design team must perform calculations to establish comfort criteria per ASHRAE Standard 55-2004, addressing air temperature, radiant temperature, air speed, and relative humidity. The mechanical engineer must design the tenant space HVAC system to maintain these comfort ranges. The cooling tower piping is designed to serve future water-cooled HVAC equipment on all occupiable floors, and piping stub-outs with isolation valves have been included in the shell construction.

Technologies and strategies include:

- Perform calculations to establish comfort criteria per ASHRAE Standard 55-2004, addressing air temperature, radiant temperature, air speed, and relative humidity. Design the tenant space envelope and HVAC system to maintain these comfort ranges.
- First floor outside air louvers and hoods will be installed as part of the shell construction for these spaces with a capacity of 10,000+ cubic feet per min. outside air, a sufficient capacity to meet ASHRAE 62.1-2007.

Rider No. 1

Option to Extend

A. Renewal Period. Tenant may, at its option, extend the Term of the Lease for all, but not a portion, of the Premises for 2 renewal periods of 5 years each (each, a “***Renewal Period***”) by written notice to Landlord (the “***Renewal Notice***”) given no earlier than 12 nor later than 10 months prior to the expiration of the then-current Term, provided that at the time of such notice, (i) Tenant remains in occupancy of the Premises, and (ii) no uncured event of default exists under the Lease. The Rent payable during the Renewal Period (including Base Rent and parking charges) shall be at the Market Rental Rate (as defined below) for the Premises; provided, however, such amount shall in no event be less than the Rent payable during the last year of the prior Term escalated by 3%. Except as provided in this **Rider No. 1**, all terms and conditions of the Lease shall continue to apply during the Renewal Period, except that Tenant shall have no further Option to Extend the Term of the Lease.

B. Acceptance. Within 30 days of the Renewal Notice, Landlord shall notify Tenant of the Market Rental Rate for such Renewal Period (the “***Rental Notice***”). Tenant may accept the terms set forth in the Rental Notice by written notice (the “***Acceptance Notice***”) to Landlord given within 30 days after receipt of the Rental Notice. If Tenant timely delivers its Acceptance Notice, Tenant shall, within 15 days after receipt, execute a lease amendment confirming the Base Rent and other terms applicable during the Renewal Period. If Tenant fails timely to deliver its Acceptance Notice, then this Option to Extend shall automatically expire and be of no further force or effect. In addition, this Option to Extend shall terminate upon assignment of this Lease or subletting of all or any part of the Premises. Furthermore, this Option to Extend shall be voidable at Landlord’s election if (i) Tenant fails timely to execute and return the required lease amendment, (ii) an uncured event of default exists under the Lease or (iii) Tenant fails to occupy the entire Premises at the commencement of the Renewal Period.

C. Market Rental Rate. The “***Market Rental Rate***” is the rate (or rates) a willing tenant would pay and a willing landlord would accept for a comparable transaction (e.g., renewal, expansion, relocation, etc., as applicable, in comparable space and in a comparable building) as of the commencement date of the applicable term, neither being under any compulsion to lease and both having reasonable knowledge of the relevant facts, considering the highest and most profitable use if offered for lease in the open market with a reasonable period of time in which to consummate a transaction. In calculating the Market Rental Rate, all relevant factors will be taken into account, including the location and quality of the Building, lease term, parking charges, amenities of the Property, condition of the space and any concessions and allowances commonly being offered by Landlord for comparable transactions in the Property. The parties agree that the best evidence of the Market Rental Rate will be the rate then charged for comparable transactions in the Property, taking into account the factors mentioned above. Although the determination of Market Rental Rate shall be made at a point in time prior to the commencement date for the Renewal Period, such determination is to be made based on what the Market Rental Rate should be at the time the rate being determined will go into effect.