

**OFFICE LEASE**

**L&C TOWER**

TRIMAC 401 CHURCH PROPERTY OWNER LLC,  
a Delaware limited liability company,  
as Landlord,  
and

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY,  
a municipal government of the state of Tennessee,  
as Tenant.

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OFFICE LEASE

This Office Lease (the "**Lease**"), dated as of the Effective Date set forth in Section 1 of the Summary of Basic Lease Information below (the "**Summary**"), is made by and between TRIMAC 401 CHURCH PROPERTY OWNER LLC, a Delaware limited liability company ("**Landlord**"), and THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, a municipal government of the state of Tennessee ("**Tenant**"). The Tenant originally named in the foregoing sentence may be referred to in this Lease as the "**Original Tenant**".

SUMMARY OF BASIC LEASE INFORMATION

TERMS OF LEASE		DESCRIPTION	
1.	"Effective Date":	April 24th, 2024.	
2.	Premises; Building; Project: (Article 1)		
2.1	"Premises":	5,790 rentable square feet of space located on the thirteenth (13 <sup>th</sup> ) floor of the Building and commonly known as Suite 1300, as further depicted on <u>Exhibit A</u> to this Lease and described in <u>Section 1.1.1</u> below.	
2.2	"Building":	The building located at 401 Church Street, Nashville, Tennessee 37219.	
2.3	"Project":	The mixed-use development, commonly referred to as L&C Tower, and consisting of the Building, the Common Areas and land upon which such development is located, and any other building(s) and land from time to time designated by Landlord.	
2.4	"Storage Space":	138 rentable square feet of storage space in the basement of the Building, as further depicted on <u>Exhibit A-1</u> , and further described in <u>Section 29.29</u> and identified as Bin #11.	
3.	Lease Term (Article 2):		
3.1	"Lease Term":	The period of approximately five (5) years and three (3) months beginning on the Lease Commencement Date (as defined below) and ending on the Lease Expiration Date (as defined below).	
3.2	"Lease Commencement Date":	The earlier to occur of (i) the date upon which Tenant first commences to conduct business in the Premises, and (ii) July 1, 2024.	
3.3	"Lease Expiration Date":	The last day of the sixty third (63 <sup>rd</sup> )( Lease Month (as defined in <u>Section 2.1</u> of this Lease).	
3.4	Option Term(s):	Tenant has one (1) option (the " <b>Extension Option</b> ") to extend the Lease Term for a period of five (5)-years (the " <b>Option Term</b> "), as more particularly set forth in <u>Section 2.2</u> and <u>Exhibit F</u> of this Lease.	
4.	Base Rent (Article 3):		
Period of Lease Term		Annual Base Rent	Monthly Installment of Base Rent*
Lease Months 1 – 12**		\$185,280.00	\$15,440.00
Lease Months 13 – 24		\$190,838.40	\$15,903.20
			Annual Rental Rate per Rentable Square Foot
			\$32.00
			\$32.96

The Metropolitan Government of Nashville and Davidson County

Lease Months 25 – 36	\$196,563.55	\$16,380.30	\$33.95
Lease Months 37 – 48	\$202,460.46	\$16,871.71	\$34.97
Lease Months 49 – 60	\$208,534.27	\$17,377.86	\$36.02
Lease Months 61 – 63	\$214,790.30	\$17,899.19	\$37.10

\* Does not include applicable sales tax, which sales tax shall be due as part of Tax Expenses.

\*\* Subject to the terms set forth in Section 3.2 below, the Base Rent attributable to the three (3) month period commencing on the first (1st) day of the first (1st) full calendar month of the Lease Term and ending on the last day of the third (3rd) full calendar month of the Lease Term shall be abated.

5.

"Base Year"  
(Article 4):

Calendar year 2024.
6.

"Tenant's Share"  
(Article 4):

The proportion that the rentable square footage of the Premises bears to the total rentable square footage of the Project (excluding any retail space), as determined by Landlord, which Tenant's Share shall be adjusted in the event the rentable area of the Premises, Building or the Project is increased or decreased.
7.

Permitted Use  
(Article 5):

Tenant shall use the Premises solely for general office use and other lawful uses incidental thereto, all consistent with first-class office standards in the market in which the Project is located, and subject to the other terms and conditions of this Lease (the "**Permitted Use**").
8.

Security Deposit:

None.
9.

Parking Passes.

Up to fifteen (15) parking passes all of which shall be for unreserved parking, in all cases subject to the terms of Article 28 of this Lease.
10.

Address of Tenant  
(Section 29.14):

Prior to Lease Commencement Date:

The Metropolitan Government of Nashville and Davidson County, a municipal government of the state of Tennessee  
700 President Ronald Reagan Way  
Nashville, TN 37210  
Attention: Public Property

From and after Lease Commencement Date:

The Metropolitan Government of Nashville and Davidson County, a municipal government of the state of Tennessee  
401 Church Street, Suite 1300  
Nashville, Tennessee 37219  
Attention: Public Property  
E-mail: public.property@nashville.gov
11.

Address of Landlord  
(Section 29.14):

TRIMAC 401 CHURCH PROPERTY OWNER LLC  
80 SW 8th Street, Suite 2100  
Miami, FL 33130  
Attn: Chief Financial Officer

with copies to:

Allen Matkins Leck Gamble Mallory & Natsis LLP  
1901 Avenue of the Stars, Suite 1800  
Los Angeles, CA 90067-6019  
Attention: Elizabeth Wilgenburg, Esq.

12.

Broker(s)  
(Section 29.20):

Representing Landlord:  
Foundry Commercial
13.

Tenant Improvement Allowance  
(**Exhibit B**):

\$20.00 per rentable square foot of the Premises for a total of \$115,800.00, subject to the terms of the Tenant Work Letter attached hereto as **Exhibit B** (the "**Tenant Work Letter**").
14.

Amount Due Upon Lease Execution:

\$15,440.00, as first month's Base Rent

**ARTICLE 1**

**PREMISES, BUILDING, PROJECT, AND COMMON AREAS**

**1.1 Premises, Building, Project and Common Areas.**

1.1.1 **The Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises. The outline of the Premises is set forth in **Exhibit A** attached hereto. The parties hereto agree that the lease of the Premises is upon and subject to the terms, covenants and conditions herein set forth, and Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of such terms, covenants and conditions by it to be kept and performed and that this Lease is made upon the condition of such performance. For purposes of this Lease, the rentable square feet of the Premises shall be stipulated as set forth in **Section 2.1** of the Summary and the rentable square feet of the Building shall be stipulated as set forth in **Section 2.2** of the Summary.

1.1.2 **Delivery of Possession.** Except as specifically set forth in this Lease and in the Tenant Work Letter, Landlord shall tender possession of the Premises to Tenant in its existing "as-is" condition and Landlord shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Premises, Building or Project. Landlord shall be deemed to have tendered possession of the Premises to Tenant on the Lease Commencement Date (or such earlier date that Tenant may be granted early occupancy or beneficial occupancy of the Premises pursuant to this Lease or the Tenant Work Letter) and no action by Tenant shall be required therefor. Notwithstanding the foregoing or anything to the contrary herein, Landlord shall not be required to tender possession of the Premises to Tenant if Tenant has not delivered to Landlord (i) evidence of insurance coverage as required under **Article 10** below, and (ii) all amounts due upon Lease execution as set forth in **Section 14** of the Summary (such items (i) and (ii), collectively, the "**Possession Requirements**"). In such event, the Lease Commencement Date will still occur as set forth in **Section 3.2** of the Summary (although Tenant shall not actually be granted possession of the Premises until Tenant has satisfied the Possession Requirements). If for any reason, Landlord is delayed in tendering possession of the Premises to Tenant by any particular date (including, without limitation, on account of any present tenant or occupant of the Premises not vacating the Premises), Landlord shall not be subject to any Losses (as defined in **Section 10.1** below) for such failure, and the validity of this Lease shall not be impaired. Neither Landlord nor any agent of Landlord has made any representation or warranty regarding the condition of the Premises, the Building or the Project or with respect to the suitability of any of the foregoing for the conduct of Tenant's business, except as specifically set forth in this Lease and the Tenant Work Letter.

1.1.3 **Common Areas.** Tenant shall have the non-exclusive right to use in common with other tenants in the Project, and subject to the Rules and Regulations (as defined in **Section 5.1** below), those portions of the Project which are provided, from time to time, for use in common by Landlord, Tenant and other tenants and visitors of the Project (such areas, together with such other portions of the Project designated by Landlord from time-to-time, in its discretion, including certain areas to be shared by Landlord and other tenants, are collectively referred to herein as the "**Common Areas**"). At Landlord's election from time to time, the Common Areas may include certain shared use facilities such as, but not limited to, fitness centers, conference and meeting rooms, visitors' centers, bicycle storage areas and/or bathroom and shower facilities that are under Landlord's management and control (collectively, "**Shared Use Facilities**"). Landlord shall have the right to reasonably require, as a condition to use of any of such Shared Use Facilities, that employees of Tenant and other individuals sign a waiver and release of liability as deemed appropriate by Landlord.

**ARTICLE 2**

**LEASE TERM**

2.1 **Initial Lease Term.** The terms and provisions of this Lease shall be effective as of the Effective Date. The term "**Lease Year**" shall mean each consecutive twelve (12) calendar month period during the Lease Term; provided, however, that the first Lease Year shall commence on the Lease Commencement Date and end on the last day of the month in which the first anniversary of the Lease Commencement Date occurs (or if the Lease Commencement Date is the first day of a calendar month, then the first Lease Year shall commence on the Lease Commencement Date and end on the day immediately preceding the first anniversary of the Lease Commencement Date), and the second and each succeeding Lease Year shall commence on the first day of the next calendar month; and further provided that the last Lease Year shall end on the Lease Expiration Date. For purposes of this Lease, the term "**Lease Month**" shall mean each succeeding calendar month during the Lease Term; provided, however, that the first Lease Month shall commence on the Lease Commencement Date and shall end on the last day of the first (1<sup>st</sup>) full calendar month of the Lease Term and that the last Lease Month shall expire on the Lease Expiration Date (or if the Lease Commencement Date is the first day of a calendar month, then the first Lease Month shall be that calendar month). At any time during the Lease Term, Landlord may deliver to Tenant a Notice of Lease Term Dates substantially in the form set forth in **Exhibit C** attached hereto, as a confirmation only

of the information set forth therein, which Tenant shall execute and return to Landlord within five (5) days of receipt thereof.

2.2     **Extension Option.** Tenant's Extension Option shall be as provided in accordance with the terms and conditions of **Exhibit F** attached hereto.

**ARTICLE 3**

**BASE RENT**

3.1     **In General.** Tenant shall pay to Landlord, without prior notice or demand, base rent ("**Base Rent**") as set forth in Section 4 of the Summary, payable in monthly installments as set forth in Section 4 of the Summary in advance on or before the first day of each and every calendar month during the Lease Term, without any setoff or deduction whatsoever. In accordance with Section 4 of the Summary, any increases in Base Rent shall occur on the first day of the applicable Lease Month. However, if the first Lease Month pertains to a period longer than one (1) calendar month, then Base Rent for such first Lease Month shall be equal to one (1) calendar month's Base Rent plus prorated Base Rent for the partial calendar month also included in such first Lease Month. The prepaid Base Rent set forth in Section 14 of the Summary shall be paid at the time of Tenant's execution and delivery of this Lease. All payments required to be made by Tenant to Landlord hereunder (including, without limitation, Base Rent) shall be paid to Landlord or Landlord's agent, at Landlord's option, by wire transfer, Electronic Funds Transfer, at the management office of the Project or at such other place or method as Landlord may from time to time designate in writing, in immediately available funds that, at the time of payment, are legal tender for private or public debts in the United States of America. If no time period for payment is specified in this Lease, Tenant shall make all required payments within ten (10) business days of Landlord's request and delivery of an invoice.

3.2     **Base Rent Abatement.** Subject to the terms of this Lease, Tenant shall not be obligated to pay any Base Rent otherwise attributable to the Premises during the initial three (3) full calendar months of the Lease Term (collectively, the "**Base Rent Abatement**"). The maximum aggregate amount of the Base Rent Abatement shall be equal to \$46,320.00 (*i.e.*, \$15,440.00 per month).

**ARTICLE 4**

**ADDITIONAL RENT**

4.1     **In General.** In addition to paying the Base Rent specified in Article 3 of this Lease, Tenant shall pay Tenant's Share of the annual Direct Expenses (as defined in Section 4.2.1 below). Such payments by Tenant, together with any and all other amounts payable by Tenant to Landlord pursuant to the terms of this Lease, are hereinafter collectively referred to as the "**Additional Rent**," and the Base Rent and the Additional Rent are herein collectively referred to as "**Rent**." All amounts due under this Article 4 as Additional Rent shall be payable for the same periods and in the same manner as the Base Rent. Without limitation on other obligations of Tenant which survive the expiration of the Lease Term, the obligations of Tenant to pay the Additional Rent provided for in this Article 4 shall survive the expiration of the Lease Term.

4.2     **Definitions of Key Terms Relating to Additional Rent.** As used in this Article 4, the following terms shall have the meanings hereinafter set forth:

4.2.1     **"Direct Expenses"** shall mean Operating Expenses and Tax Expenses.

4.2.2     **"Expense Year"** shall mean each calendar year, including the Base Year, in which any portion of the Lease Term falls, through and including the calendar year in which the Lease Term expires.

4.2.3     **"Operating Expenses"** shall mean all expenses, costs and amounts of every kind and nature which Landlord pays, accrues, or amortizes during any Expense Year because of or in connection with the ownership, management, maintenance, security, repair, replacement, renovation, restoration or operation of the Project, or any portion thereof, in accordance with sound real estate management and accounting practices, consistently applied. Without limiting the generality of the foregoing, Operating Expenses shall specifically include any and all of the following: (i) the cost of supplying all utilities (but excluding the cost of any utilities consumed in the premises of other tenants of the Project, or consumed in the Premises to the extent that Tenant is separately paying for the cost of such utilities pursuant this Lease), the cost of operating, repairing, replacing, maintaining, renovating and restoring the utility, telephone, mechanical, sanitary, storm drainage, and elevator systems, and the cost of maintenance and service contracts in connection therewith; (ii) the cost of licenses, certificates, permits and inspections and the cost of contesting any governmental enactments which may affect Operating Expenses, and the costs incurred in connection with a governmentally mandated transportation system management program or similar

program; (iii) the cost of all insurance carried by Landlord in connection with the Project; (iv) the cost of landscaping, relamping, and all supplies, tools, equipment and materials used in the operation, repair and maintenance of the Project, or any portion thereof; (v) costs incurred in connection with the parking areas servicing the Project, as well as costs incurred in connection with the provision of any shuttle service serving the Project for the purpose of facilitating access to public transportation; (vi) a management fee and other costs, including management fees, consulting fees, legal fees and accounting fees, of all contractors and consultants in connection with the management, operation, maintenance, replacement, renovation, repair and restoration of the Project; (vii) payments under any equipment rental agreements and the fair rental value of any management office space; (viii) wages, salaries and other compensation and benefits, including taxes levied thereon, of all persons (other than persons generally considered to be higher in rank than the position of "Senior Portfolio Manager") engaged in the operation, maintenance and security of the Project; (ix) costs under any instrument pertaining to the sharing of costs by the Project; (x) the cost of operation, repair, maintenance, renovation, replacement and restoration of all systems and equipment and components thereof of the Project or otherwise serving the Project; (xi) the cost of janitorial, alarm, security, sewer and other services (but excluding the cost of any services utilized in the premises of other tenants of the Project, or utilized in the Premises to the extent that Tenant is separately paying for the cost of such services pursuant to this Lease), replacement, renovation, restoration and repair of wall and floor coverings, ceiling tiles and fixtures in Common Areas, maintenance, replacement, renovation, repair and restoration of curbs and walkways, repair to roofs and re-roofing; (xii) amortization of the cost of acquiring or the rental expense of personal property used in the maintenance, operation and repair of the Project, or any portion thereof (which amortization calculation shall include interest at the Interest Rate (as defined in Article 25 of this Lease)); (xiii) the cost of capital improvements or capital expenditures incurred in connection with the Project, including, without limitation, those that are (A) anticipated to reduce Operating Expenses, (B) required to comply with present or anticipated conservation programs, (C) incurred by Landlord in connection with any of the items described in item (x) above, (D) appropriate to the continued operation of the Project as a first-class institutionally-owned mixed-use project, (E) required under any Applicable Laws, except for capital repairs, replacements or other improvements to remedy a condition existing prior to the Lease Commencement Date which an applicable governmental authority, if it had knowledge of such condition prior to the Lease Commencement Date, would have then required to be remedied pursuant to then-current Applicable Laws in their form existing as of the Lease Commencement Date and pursuant to the then-current interpretation of such Applicable Laws as of the Lease Commencement Date, (F) incurred in connection with Landlord's Sustainability Requirements (as defined in Section 29.1 of this Lease) including, without limitation, those that are required in order for the Project, or any portion thereof, to obtain or maintain any Sustainability Certification (as defined in Section 29.1 of this Lease), (G) related to the safety or security of the Project, or (H) replacements or modifications of equipment or other items located in or serving the Common Areas required to keep the Common Areas in good order or condition; provided, however, that any capital expenditure shall be amortized with interest at the Interest Rate over its useful life as Landlord shall reasonably determine in accordance with sound real estate management and accounting practices, consistently applied (provided, however, with respect to those items included under item (A) above, Landlord shall have the right to amortize the same over their recovery/payback period as Landlord shall reasonably determine in accordance with sound real estate management and accounting practices, consistently applied); (xiv) costs, fees, charges or assessments imposed by, or resulting from any mandate imposed on Landlord by, any federal, state or local government for fire and police protection, trash removal, community services, or other services which do not constitute Tax Expenses as defined in Section 4.2.4.1 below; (xv) payments under any Underlying Documents and (xvi) costs of any additional services not provided to the Project as of the Lease Commencement Date but which are thereafter provided by Landlord in connection with its prudent management of the Project. Notwithstanding the foregoing, for purposes of this Lease, Operating Expenses shall not, however, include:

(a) costs, including marketing costs, legal fees, space planners' fees, advertising and promotional expenses, and brokerage fees incurred in connection with the original construction or development, or original or future leasing of the Project, and costs, including permit, license and inspection costs, incurred with respect to the installation of improvements made for new tenants initially occupying space in the Project after the Lease Commencement Date or incurred in renovating or otherwise improving, decorating, painting or redecorating vacant space for tenants or other occupants of the Project (excluding, however, such costs relating to any Common Areas of the Project or Parking Facilities);

(b) except as set forth in items (xi), (xii), (xiii), and (xiv) above, depreciation, interest and principal payments on mortgages and other debt costs, if any, penalties and interest;

(c) costs for which the Landlord is reimbursed by any tenant or occupant of the Project or by insurance by its carrier or any tenant's carrier or by anyone else (except to the extent of deductibles), and electric power costs for which any tenant directly contracts with the local public service company;

(d) any bad debt loss, rent loss, or reserves for bad debts or rent loss;



(e) costs associated with the operation of the business of the partnership or entity which constitutes the Landlord, as the same are distinguished from the costs of operation of the Project (which shall specifically include, but not be limited to, accounting costs associated with the operation of the Project). Costs associated with the operation of the business of the partnership or entity which constitutes the Landlord include costs of partnership accounting and legal matters, costs of defending any lawsuits with any Mortgagee (except as the actions of the Tenant may be in issue), costs of selling, syndicating, financing, mortgaging or hypothecating any of the Landlord's interest in the Project, and costs incurred in connection with any disputes between Landlord and its employees, between Landlord and Project management, or between Landlord and other tenants or occupants, and Landlord's general corporate overhead and general and administrative expenses;

(f) the wages and benefits of any employee who does not devote substantially all of his or her employed time to the Project unless such wages and benefits are prorated to reflect time spent on operating and managing the Project vis-a-vis time spent on matters unrelated to operating and managing the Project; provided, that in no event shall Operating Expenses for purposes of this Lease include wages and/or benefits attributable to personnel above the level of Senior Portfolio Manager;

(g) amount paid as ground rental for the Project by the Landlord;

(h) any compensation paid to clerks, attendants or other persons in commercial concessions operated by the Landlord, provided that any compensation paid to any concierge or parking attendants at the Project shall be includable as an Operating Expense;

(i) costs of items and services for which Tenant or any other tenant in the Project reimburses Landlord directly and separately from Operating Expenses;

(j) costs, other than those incurred in ordinary maintenance and repair, for sculpture, paintings, fountains or other objects of art;

(k) any costs expressly excluded from Operating Expenses elsewhere in this Lease;

(l) costs incurred to comply with Applicable Laws relating to the removal of Hazardous Materials which were in existence in the Building or on the Project prior to the Lease Commencement Date, and were of such a nature that a federal, state, local or municipal governmental authority would have required removal or other containment, if it had then had knowledge of the presence of such Hazardous Materials, in the state, and under the conditions that they then existed in the Building or on the Project, but only to the extent those Applicable Laws were then being actively enforced by the applicable government authority; and

(m) costs incurred to remove, remedy, contain, or treat Hazardous Materials, which Hazardous Materials were brought into the Building or onto the Project after the date hereof by Landlord or any other Landlord Parties and are of such a nature, at that time, that a federal, state, local or municipal governmental authority would have required removal or other containment, if it had then had knowledge of the presence of such Hazardous Materials, in the state, and under the conditions, that they then exist in the Building or on the Project, but only to the extent those Applicable Laws were then being actively enforced by the applicable government authority.

If Landlord is not furnishing any particular work or service (the cost of which, if performed by Landlord, would be included in Operating Expenses) to a tenant who has undertaken to perform such work or service in lieu of the performance thereof by Landlord, Operating Expenses shall be deemed to be increased by an amount equal to the additional Operating Expenses which would reasonably have been incurred during such period by Landlord if it had at its own expense furnished such work or service to such tenant. If the Project is not 100% occupied during all or a portion of any Expense Year (including, without limitation, if any portion of the Project is unleased or is leased, but is not then being used by a tenant in the ordinary course of its business), Landlord may elect to make an appropriate adjustment to the components of Direct Expenses for such Expense Year to determine the amount of Direct Expenses that would have been incurred had the Project been 100% occupied; and the amount so determined shall be deemed to have been the amount of Direct Expenses for such Expense Year. For purposes hereof, cost savings in components of Operating Expenses arising by reason of the cessation of use by tenants at the Project due to Casualty (as defined in Section 11.1 below), Force Majeure (as defined in Section 30.13 below), or other extraordinary circumstances are considered variable Operating Expenses that may be grossed up in Operating Expenses. Except for the management fee permitted pursuant to Section 4.2.3 above, Landlord shall not (i) make a profit by charging items to Operating Expenses that are otherwise also charged separately to others and (ii) subject to Landlord's right to adjust the components of Operating Expenses described above in this paragraph, collect Operating Expenses from Tenant and all other tenants in the Building in an amount in excess of what Landlord incurs for the items included in Operating Expenses.

#### 4.2.4 **Tax Expenses.**

4.2.4.1 **Inclusions.** "Tax Expenses" shall mean all federal, state, county, or local governmental or municipal taxes, fees, charges or other impositions of every kind and nature, whether general, special, ordinary or extraordinary, (including, without limitation, real estate taxes, general and special assessments, transit taxes, leasehold taxes or taxes based upon the receipt of rent, including gross receipts or sales taxes applicable to the receipt of rent, personal property taxes imposed upon the fixtures, machinery, equipment, apparatus, systems and equipment, appurtenances, furniture and other personal property used in connection with the Project, or any portion thereof, which shall be paid or accrued during any Expense Year (without regard to any different fiscal year used by such governmental or municipal authority) because of or in connection with the ownership, leasing and operation of the Project, or any portion thereof, including, without limitation: (i) any tax on the rent, right to rent or other income from the Project, or any portion thereof, or as against the business of leasing the Project, or any portion thereof; (ii) any assessment, tax, fee, levy or charge in addition to, or in substitution, partially or totally, of any assessment, tax, fee, levy or charge previously included within the definition of real property tax, (iii) any governmental or private assessments or the Project's contribution towards a governmental or private cost-sharing agreement for the purpose of augmenting or improving the quality of services and amenities normally provided by governmental agencies; (iv) any assessment, tax, fee, levy, or charge allocable to or measured by the area of the Premises or the Rent payable hereunder, including, without limitation, any business or gross income tax or excise tax with respect to the receipt of such rent, or upon or with respect to the possession, leasing, operating, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises, or any portion thereof; (v) any assessment, tax, fee, levy or charge, upon this transaction or any document to which Tenant is a party, creating or transferring an interest or an estate in the Premises; and (vi) all of the real estate taxes and assessments imposed upon or with respect to the Building and all of the real estate taxes and assessments imposed on the land and improvements comprising the Project. Notwithstanding the foregoing, Tax Expenses shall not include any amounts that Landlord elects to charge to Tenant directly pursuant to Section 4.5.3 below.

4.2.4.2 **In General.** Any costs and expenses (including, without limitation, reasonable attorneys' fees) incurred in attempting to protest, reduce or minimize Tax Expenses shall be included in Tax Expenses in the Expense Year such expenses are paid. Refunds of Tax Expenses shall be credited against Tax Expenses and refunded to Tenant regardless of when received, based on the Expense Year to which the refund is applicable, provided that in no event shall the amount to be refunded to Tenant for any such Expense Year exceed the total amount paid by Tenant as an increase in Tax Expenses under this Article 4 for such Expense Year. If Tax Expenses for any period during the Lease Term or any extension thereof are increased after payment thereof for any reason, including, without limitation, error or reassessment by applicable governmental or municipal authorities, Tenant shall pay Landlord upon demand Tenant's Share of any such increased Tax Expenses included by Landlord as Tax Expenses pursuant to the terms of this Lease. Notwithstanding anything to the contrary set forth in this Lease, only Landlord may institute proceedings to reduce Tax Expenses and the filing of any such proceeding by Tenant without Landlord's consent shall constitute an Event of Default by Tenant under this Lease. Notwithstanding the foregoing, Landlord shall not be obligated to file any application or institute any proceeding seeking a reduction in Tax Expenses.

4.2.4.3 **Exclusions.** Notwithstanding anything to the contrary contained in this Section 4.2.4 (except as set forth in Section 4.2.4.2 above), there shall be excluded from Tax Expenses (i) all excess profits taxes, franchise taxes, gift taxes, capital stock taxes, inheritance and succession taxes, estate taxes, federal and state income taxes, and other taxes to the extent applicable to Landlord's general or net income (as opposed to rents, receipts or income attributable to operations at the Project), (ii) any items included as Operating Expenses, and (iii) any items paid by Tenant under Section 4.5 of this Lease.

4.3 **Allocation of Direct Expenses.** Landlord shall have the right, from time to time, to equitably allocate some or all of the Direct Expenses for the Project among different portions or occupants of the Project (the "**Cost Pools**"), in Landlord's discretion. Such Cost Pools may include, but shall not be limited to, the office space tenants, retail space tenants, tenants leasing storage space, and tenants with exclusive use of certain other areas of the Project. The Direct Expenses within each such Cost Pool shall be allocated and charged to the tenants within such Cost Pool in an equitable manner. The Building is a part of a multi-building project and that the costs and expenses incurred in connection with the Project (the Direct Expenses) should be shared between the tenants of the Building and the tenants of the other buildings in the Project. Accordingly, as set forth in Section 4.2 above, for any Direct Expenses that are attributable to the Project as a whole, an equitable portion of such Project-wide Direct Expenses (as reasonably determined by Landlord) shall be allocated to the tenants of the Building (as well as the tenants of the other buildings in the Project) and such portion shall be included in the Direct Expenses for purposes of this Lease. For avoidance of doubt, the Direct Expenses for purposes of this Lease shall include all Direct Expenses attributable solely to the Building and an equitable portion of the Direct Expenses attributable to the Project as a whole.

4.4 **Calculation and Payment of Tenant's Share of Direct Expenses.** Tenant shall pay to Landlord, in the manner set forth in Section 4.4.1 below, and as Additional Rent, an amount equal to the excess (the "**Excess**").

4.4.1 **Statement of Actual Direct Expenses and Payment by Tenant.** Landlord shall give to Tenant following the end of each Expense Year, a statement (the "**Statement**") which shall state in general major categories the Direct Expenses incurred or accrued for the particular Expense Year, and which (for Expense Years other than the Base Year) shall indicate the amount of the Excess. Landlord shall use commercially reasonable efforts to deliver such Statement to Tenant on or before May 1 following the end of the Expense Year to which such Statement relates. Upon receipt of the Statement for each Expense Year commencing or ending during the Lease Term, if an Excess is present, Tenant shall pay, within thirty (30) days after receipt of the Statement, the full amount of the Excess for such Expense Year, less the amounts, if any, paid during such Expense Year as Estimated Excess, as defined in Section 4.4.2 below, and if Tenant paid more as Estimated Excess than the actual Excess, Tenant shall receive a credit in the amount of Tenant's overpayment against Rent next due under this Lease or Landlord may apply such overpayment against any unpaid Rent. The failure of Landlord to timely furnish the Statement for any Expense Year shall not prejudice Landlord or Tenant from enforcing its rights under this Article 4. Even though the Lease Term has expired and Tenant has vacated the Premises, when the final determination is made of Tenant's Share of Direct Expenses for the Expense Year in which this Lease terminates, if an Excess is present, Tenant shall, within thirty (30) days after receipt of the Statement, pay to Landlord such amount, and if Tenant paid more as Estimated Excess than the actual Excess, Landlord shall, within thirty (30) days, deliver a check payable to Tenant in the amount of the overpayment or apply such overpayment against any unpaid Rent. The provisions of this Section 4.4.1 shall survive the expiration or earlier termination of the Lease Term. Notwithstanding the immediately preceding sentence, Tenant shall not be responsible for Tenant's Share of any Direct Expenses attributable to any Expense Year which are first billed to Tenant more than two (2) calendar years after the Lease Expiration Date, provided that in any event Tenant shall be responsible for Tenant's Share of Direct Expenses which (x) were levied by any governmental authority or by any public utility companies, and (y) Landlord had not previously received an invoice therefor and which are currently due and owing (i.e., costs invoiced for the first time regardless of the date when the work or service relating to this Lease was performed), at any time following the Lease Expiration Date which are attributable to any Expense Year.

4.4.2 **Statement of Estimated Direct Expenses.** In addition, Landlord shall endeavor to give Tenant a yearly expense estimate statement (the "**Estimate Statement**") which shall set forth in general major categories Landlord's reasonable estimate (the "**Estimate**") of what the total amount of Direct Expenses for the then-current Expense Year shall be and the estimated excess (the "**Estimated Excess**") as calculated by comparing the Direct Expenses for such Expense Year, which shall be based upon the Estimate, to the amount of Direct Expenses for the Base Year. The failure of Landlord to timely furnish the Estimate Statement for any Expense Year shall not preclude Landlord from enforcing its rights to collect any Additional Rent under this Article 4, nor shall Landlord be prohibited from revising any Estimate Statement or Estimated Excess theretofore delivered to the extent necessary. Thereafter, Tenant shall pay, within thirty (30) days after receipt of the Estimate Statement, a fraction of the Estimated Excess for the then-current Expense Year (reduced by any amounts paid pursuant to the second to last sentence of this Section 4.4.2). Such fraction shall have as its numerator the number of months which have elapsed in such current Expense Year, including the month of such payment, and twelve (12) as its denominator. Until a new Estimate Statement is furnished (which Landlord shall have the right to deliver to Tenant at any time), Tenant shall pay monthly, with the monthly Base Rent installments, an amount equal to one-twelfth (1/12) of the total Estimated Excess set forth in the previous Estimate Statement delivered by Landlord to Tenant. Throughout the Lease Term Landlord shall maintain records with respect to Direct Expenses in accordance with sound real estate management and accounting practices, consistently applied.

#### 4.5 **Taxes and Other Charges for Which Tenant Is Directly Responsible.**

4.5.1 If applicable, Tenant shall be liable for and shall pay, on or before the applicable due date, all taxes levied against Tenant's equipment, furniture, fixtures and any other personal property located in or about the Premises. If any such taxes on Tenant's equipment, furniture, fixtures and any other personal property are levied against Landlord or Landlord's property or if the assessed value of Landlord's property is increased by the inclusion therein of a value placed upon such equipment, furniture, fixtures or any other personal property and if Landlord pays the taxes based upon such increased assessment, which Landlord shall have the right to do regardless of the validity thereof but only under proper protest if requested by Tenant, Tenant shall upon demand repay to Landlord the taxes so levied against Landlord or the proportion of such taxes resulting from such increase in the assessment, as the case may be.

4.5.2 If applicable, if the improvements in the Premises, whether installed and/or paid for by Landlord or Tenant and whether or not affixed to the real property so as to become a part thereof, are assessed for real property tax purposes at a valuation higher than the valuation at which improvements conforming to Landlord's "building standard" in other space in the Building are assessed, then the Tax Expenses levied against Landlord or the property by reason of such excess assessed valuation shall be

deemed to be taxes levied against personal property of Tenant and shall be governed by the provisions of Section 4.5.1 above.

4.5.3 If applicable, notwithstanding any contrary provision herein, Landlord shall have the right to charge Tenant directly, and in such event Tenant shall pay to Landlord, upon demand, as Additional Rent, any or all of the following: (i) rent tax or sales tax, gross receipts tax, service tax, transfer tax or value added tax, and/or any other applicable tax on the rent or services herein or otherwise respecting this Lease, (ii) any taxes assessed upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion of the Project (including the Parking Facilities), including, but not limited to, taxes or assessments due to any type of ballot measure, including an initiative adopted by the voters or a local agency, or a state or municipal proposition approved by the voters; and (iii) taxes assessed upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises. To the extent that Landlord elects to charge Tenant directly for any of the foregoing, then such items for which Tenant is so charged directly shall not be included in Direct Expenses.

4.5.4 If applicable, Landlord may charge Tenant the estimated amount of taxes and other charges for which Tenant is directly responsible pursuant to this Section 4.5 on a monthly basis, provided that Landlord shall reconcile the amount actually paid by Tenant with the amount that Tenant should have paid, as part of Landlord's Statement following the end of each Expense Year.

4.6 **Landlord's Records.** Upon Tenant's written request given not more than ninety (90) days after Tenant's receipt of a Statement for a particular Expense Year, and provided that no Event of Default is then occurring under this Lease, Landlord shall furnish Tenant with such reasonable supporting documentation as Tenant may reasonably request in connection with the calculation of Direct Expenses as set forth in such Statement (to the extent Landlord has such supporting documentation readily available, and to the extent such supporting documentation is reasonably required to substantiate Direct Expenses charged to Tenant). Landlord shall provide said documentation to Tenant within sixty (60) days after Tenant's written request therefor. Within one hundred eighty (180) days after Tenant's receipt of a Statement for a particular Expense Year (the "**Audit Period**"), if Tenant disputes the calculation of Direct Expenses set forth in such Statement, an independent certified public accountant designated and paid for by Tenant ("**Tenant's Accountant**"), may after reasonable notice to Landlord and at reasonable times, audit Landlord's records with respect to the Statement, provided that (i) no Event of Default is then occurring under this Lease, (ii) Tenant has paid all amounts required to be paid under the applicable Estimate Statement and Statement, and (iii) a copy of the audit agreement between Tenant and Tenant's Accountant has been delivered to Landlord prior to the commencement of the audit. Tenant's Accountant must (A) be a member of a nationally or regionally recognized certified public accounting firm which has previous experience in auditing financial operating records of landlords of office buildings, (B) not already be providing accounting and/or lease administration services to Tenant or Landlord and shall not have provided accounting and/or lease administration services to Tenant or Landlord in the past three (3) years, (C) not be retained on a contingency fee basis (i.e., Tenant must be billed based on the actual time and materials that are incurred by Tenant's Accountant in the performance of the audit), and (D) not currently or within the previous twenty-four (24) month period be providing accounting and/or lease administration services to another tenant in the Project in connection with a review or audit by such other tenant of Direct Expenses. In connection with such audit, Tenant and Tenant's Accountant must agree in advance to follow Landlord's reasonable rules and procedures regarding an audit of the aforementioned Landlord records, and shall execute a commercially reasonable confidentiality agreement regarding such audit. Any audit report prepared by Tenant's Accountant shall be delivered concurrently to Landlord and Tenant within the Audit Period. Tenant's failure to audit the Direct Expenses set forth in any Statement within the Audit Period shall be deemed to be Tenant's approval of such Statement and Tenant, thereafter, waives the right or ability to audit the amounts set forth in such Statement. If after such audit, Tenant still disputes such Direct Expenses, an audit to determine the proper amount shall be made, at Tenant's expense, by an independent certified public accountant (the "**Neutral Accountant**") selected by Landlord and subject to Tenant's reasonable approval; provided that if such audit by the Neutral Accountant proves that the Direct Expenses in the subject Expense Year were overstated by more than seven percent (7%), then the cost of the Neutral Accountant and the out-of-pocket cost of Tenant's Accountant shall be paid for by Landlord. Tenant's sole right to audit Landlord's records and to contest the amount of Direct Expenses with respect to any Expense Year shall be as expressly set forth in this Section 4.6, and Tenant hereby waives any and all other rights pursuant to Applicable Laws to audit such records and/or to contest the amount of Direct Expenses with respect to any Expense Year.

## **ARTICLE 5**

### **USE OF PREMISES**

5.1 **Permitted Use.** Tenant shall use the Premises solely for the Permitted Use set forth in Section 7 of the Summary and Tenant shall not use or permit the Premises or the Project to be used for any other purpose or purposes whatsoever without the prior written consent of Landlord, which may be withheld

in Landlord's sole and absolute discretion. Tenant shall operate its business in the Premises and comply with, and in no event may Tenant's Permitted Use violate, the rules and regulations for the Project promulgated by Landlord from time to time ("**Rules and Regulations**"), the current set of which (as of the Effective Date) is attached to this Lease as **Exhibit D**.

5.2 **Prohibited Uses.** The uses prohibited under this Lease shall include, without limitation, use of the Premises or a portion thereof for (i) offices or agencies of any foreign governmental or political subdivision thereof; (ii) offices of any health care professionals or service organization; (iii) schools or other training facilities which are not ancillary to corporate, executive or professional office use; (iv) retail or restaurant uses; (v) communications firms such as radio and/or television stations; (vi) primary businesses that involves e-cigarettes, vaping, cannabis or other similar business models, or business that is prohibited from time to time by any documents between partners or members in the entity comprising Landlord from leasing or occupying space at the Building or Project (provided that Landlord shall deliver a list to Tenant of any such other prohibited entities or individuals from time to time within ten (10) business days of Tenant's written request); (vii) any use that would violate Applicable Laws, zoning, building codes or any Underlying Documents (as defined in Section 5.4 of this Lease), or (viii) the operation of a coworking space. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Project, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises.

5.3 **Density.** Tenant shall not use any substantial portion of the Premises for a "call center," any other telemarketing, credit processing or customer service center. Tenant shall not conduct second or third shift operations within the Premises; however, Tenant may use the Premises after normal business hours, so long as Tenant is not generally conducting business from the Premises after normal business hours. Tenant's use shall not result in an occupancy density for the Premises which is greater than eight (8) persons per each one thousand (1,000) rentable square foot of the Premises (or such lesser maximum density as is required by Applicable Laws). Landlord makes no representation or warranty that the Base Building, the Common Areas or the Premises will accommodate any particular density or that any particular density is permitted by Applicable Law or zoning requirements. Furthermore, Landlord shall not be obligated to make any changes to the Base Building or Common Areas to accommodate Tenant's occupancy density.

5.4 **Underlying Documents.** Tenant shall (i) be subject (and this Lease shall be subordinate) to all current or future (recorded and unrecorded) ground leases and master leases, development agreements, easements, licenses, operating agreements, declarations, restrictive covenants, covenants, conditions and restrictions affecting the Building or the Project (and any portion thereof), reciprocal easement agreements, parking licenses, and any agreements with transit agencies affecting the Building or the Project (all documents described in this item (i) and any additional provisions, exhibits, documents, rules and laws mentioned therein, are, collectively, "**Underlying Documents**"), (ii) comply with the requirements of the Underlying Documents, (iii) not perform any act or omission that would cause Landlord to be in violation of the Underlying Documents, (iv) be solely responsible for any amounts payable by Landlord resulting from Tenant's failure to comply with this Section 5.4, and (v) within ten (10) days of request by Landlord, execute such further instruments or assurances as Landlord may reasonably deem necessary to evidence or confirm the subordination of this Lease to any Underlying Documents. Landlord reserves the right to further subdivide all or a portion of the Project.

5.5 **Service Animals.** With the exception of "service" animals (as defined by the Americans with Disabilities Act, the Fair Employment and Housing Act, and their accompanying guidelines or other Applicable Laws) ("**Service Animals**"), no animals, reptiles, birds or pets are permitted in the Premises, Building or Project at any time. Any Service Animals brought to the Premises, Building or Project must (i) be dogs or other animals that are recognized as Service Animals under Title III of the Americans with Disabilities Act, the Fair Employment and Housing Act, and their accompanying guidelines or other Applicable Laws, (ii) be individually trained to do work, perform tasks or provide support for a person with a recognized disability, and (iii) be registered with Landlord's property management office prior to coming to the Premises, Building or Project. Dogs, birds, reptiles or other animals whose sole function is to provide emotional support or comfort are not permitted except to the extent required by Applicable Laws. The following terms and conditions shall apply to all Service Animals brought onto the Project by Tenant or Tenant's employees (to the extent enforceable by Applicable Laws): (a) while in or about the Premises, Building or Project, all Service Animals must be harnessed, leashed or tethered and under the handler's control at all times; (b) any Service Animals brought into the Building shall access the Premises through the service or freight elevator only, if one is functioning at the Building (otherwise the passenger elevators may be utilized); (c) all Service Animals must be free from offensive odors and display habits appropriate to the work environment of the Premises, Building and Project; (d) Service Animals may not be disruptive or aggressive or engage in behavior that endangers the health and safety of others; (e) all Service Animals shall be house-trained and vaccinated in accordance with Applicable Laws; and (f) Tenant shall immediately remove any animal waste and excrement from the Premises, Building and Project. Tenant shall be responsible for any additional janitorial or cleaning costs and all other costs which may arise from the Service Animals' presence in the Project and/or the Building in excess of the costs that would have been incurred had Service Animals not been allowed in or around the Project and/or the Building.

## ARTICLE 6

### SERVICES AND UTILITIES

6.1 **Services.** Subject to reasonable changes implemented by Landlord from time to time and all Applicable Laws, Landlord or Tenant, as applicable, shall each provide the following applicable services during the Lease Term.

6.1.1 **HVAC.** Landlord shall provide heating, ventilation and air conditioning ("HVAC") when necessary for normal comfort for normal office use in the Premises from 8 A.M. to 7 P.M. on Monday through Friday (collectively, the "**Building Hours**"), except for the date of observation of New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and, at Landlord's discretion, other locally or nationally recognized holidays (collectively, the "**Holidays**"). If Tenant desires to use HVAC outside of Building Hours, Tenant shall give Landlord such prior notice, if any, as Landlord shall from time to time establish as appropriate, and Landlord shall supply such HVAC to Tenant at such hourly cost to Tenant (which shall be treated as Additional Rent) as Landlord shall from time to time establish.

6.1.2 **Electricity.** Landlord shall provide adequate electrical wiring and facilities and power for normal general office use as determined by Landlord, but subject to compliance with Applicable Laws. Tenant's use of electricity shall never exceed the capacity of the feeders to the Project or the risers or wiring installation. Landlord shall designate the utility provider from time to time.

6.1.3 **Lighting.** Landlord shall replace lamps, starters and ballasts for Building standard non-LED lighting fixtures within the Premises (if any), and drivers, transformers, and lighting controls for Building standard LED lighting fixtures within the Premises (if any). Notwithstanding the foregoing, Tenant shall bear the cost of replacement of all components of all non-Building standard lighting (whether LED or non-LED) within the Premises.

6.1.4 **Water.** Landlord shall provide city water from the regular Building outlets for drinking, lavatory and toilet purposes in the Common Areas.

6.1.5 **Janitorial and Window Washing.** Landlord shall provide janitorial services to the Premises Monday through Friday, except the date of observation of the Holidays, and periodic exterior window washing services to the Building (as determined by Landlord), in each case in a manner consistent with other comparable projects located in the general vicinity of the Project. At Landlord's option, but consistent with the practices of landlords of comparable projects located in the general vicinity of the Project, Landlord may increase the scope or nature of certain janitorial services provided to the Premises, such as sanitizing the Premises or providing increased services following a Tenant event, and if such increase is specific to the Premises, then Tenant shall pay the cost of the increase directly to Landlord as Additional Rent, and otherwise such costs shall be included in Operating Expenses.

6.1.6 **Elevators.** Landlord shall provide nonexclusive, non-attended automatic passenger elevator service during the Building Hours, and shall have at least one elevator available at all other times. Landlord shall provide nonexclusive freight elevator service subject to scheduling and rules and regulations set forth by Landlord.

6.1.7 **Access.** Subject to compliance with Landlord's access control procedures and Applicable Laws, and except when and where Tenant's right of access is specifically restricted or limited in this Lease, Tenant shall have the right of access to the Premises twenty-four (24) hours per day, seven (7) days per week during the Lease Term.

6.2 **Office and Communications Services.** Certain office and communications services (which may include, without limitation, cable or satellite television service) may be offered to tenants of the Building or Project by a concessionaire (which may or may not have exclusive rights to offer such services) under contract to Landlord ("**Provider**"). Tenant shall be permitted to contract with Provider for the provision of any or all of such services on such terms and conditions as Tenant and Provider may agree. Tenant acknowledges and agrees that: (i) Landlord has made no warranty or representation to Tenant with respect to the availability of any such services, or the quality, reliability or suitability thereof; (ii) the Provider is not acting as the agent or representative of Landlord in the provision of such services, and Landlord shall have no liability or responsibility for any failure or inadequacy of such services, or any equipment or facilities used in the furnishing thereof, or any act or omission of Provider, or its agents, employees, representatives, officers or contractors; (iii) Landlord shall have no responsibility or liability for the installation, alteration, repair, maintenance, furnishing, operation, adjustment or removal of any such services, equipment or facilities; and (iv) any contract or other agreement between Tenant and Provider shall be independent of this Lease, the obligations of Tenant hereunder, and the rights of Landlord hereunder, and, without limiting the foregoing, no default or failure of Provider with respect to any such services, equipment or facilities, or under any contract or agreement relating thereto, shall have any effect

on this Lease or give to Tenant any offset or defense to the full and timely performance of its obligations hereunder, or entitle Tenant to any abatement of Rent, or constitute any accrual or constructive eviction of Tenant, or otherwise give rise to any other claim of any nature against Landlord. Tenant shall not be permitted to contract with any provider of any office or communications services other than a Provider without Landlord's prior written consent (and subject further to such provider entering into an agreement with Landlord governing such provider's rights, obligations, and liabilities with respect to accessing and otherwise providing services at the Project, such agreement to be on terms and conditions acceptable to Landlord in its sole and absolute discretion). Subject to the limitations of the immediately preceding sentence, and other terms of this Lease, Tenant may, at Tenant's sole cost and expense, contract with an existing Provider to install Cabling in the Premises in a professional and workmanlike manner and otherwise in accordance with Landlord's Building standard requirements.

6.3 **Overstandard Tenant Use.** Tenant shall not, without Landlord's prior written consent, use heat-generating machines, machines other than normal fractional horsepower office machines, or equipment or lighting other than Building standard lights in the Premises, which may affect the temperature otherwise maintained by the HVAC or increase the water normally furnished for the Premises by Landlord pursuant to the terms of Section 6.1 of this Lease. If such consent is given, Landlord shall have the right to require installation of supplementary air conditioning units or other facilities in the Premises, including supplementary or additional metering devices, and the cost thereof, including the cost of installation, operation and maintenance, increased wear and tear on existing equipment and other similar charges, shall be paid by Tenant to Landlord upon billing by Landlord. If Tenant uses utilities in excess of that supplied by Landlord pursuant to Section 6.1 of this Lease, Tenant shall pay to Landlord, upon billing, the cost of such excess consumption, the cost of the installation, operation, and maintenance of equipment which is installed in order to supply such excess consumption, and the cost of the increased wear and tear on existing equipment caused by such excess consumption; and Landlord may install devices to separately meter any increased use and in such event Tenant shall pay the increased cost directly to Landlord, including the cost of such additional metering devices.

6.4 **Interruption of Use.** Landlord shall not be liable for damages, by abatement of Rent or otherwise, for failure to furnish or delay in furnishing any service (including telephone and telecommunication services), or for any diminution in the quality or quantity thereof, when such failure or delay or diminution is occasioned, in whole or in part, by breakage, repairs, replacements, or improvements, by any strike, lockout or other labor trouble, by inability to secure electricity, gas, water, or other fuel at the Building or Project after reasonable effort to do so, by any riot or other dangerous condition, emergency, accident or casualty whatsoever, by act or default of Tenant or other parties, or by any other cause beyond Landlord's reasonable control; and such failures or delays or diminution shall never be deemed to constitute an eviction or disturbance of Tenant's use and possession of the Premises or relieve Tenant from paying Rent or performing any of its obligations under this Lease, except as otherwise expressly provided elsewhere in the Lease.

## **ARTICLE 7**

### **REPAIRS AND MAINTENANCE**

7.1 **Tenant's Repair and Maintenance Obligations.** Tenant shall, at Tenant's own expense, maintain in good condition and operating order and keep in good repair and condition throughout the Lease Term the following (collectively, "**Tenant's Repair Obligations**"): (i) the Premises, including all improvements, fixtures, equipment, interior window coverings, and furnishings therein (which obligation of Tenant shall include, without limitation, the prompt replacement or repair, as reasonably required, of all damaged, broken, or worn fixtures and appurtenances, which work shall be performed by Tenant under the supervision and subject to the prior approval of Landlord), (ii) any personal property or equipment (including, without limitation, furniture, business and trade fixtures, equipment, free-standing cabinet work, movable partitions, servers, telephones, and merchandise) installed by Tenant within the Premises (collectively, "**Tenant's Property**"), (iii) any equipment installed by Tenant at the Project and located outside of the Premises, including any rooftop equipment, supplemental HVAC, and generators ("**Tenant's Off-Premises Equipment**"), which Tenant's Off-Premises Equipment may only be installed by Tenant with the prior written consent of Landlord (in Landlord's sole and absolute discretion, except to the extent otherwise expressly permitted elsewhere in this Lease), and (iv) all areas, improvements and systems exclusively serving the Premises, including any communications or computer wires and cables (collectively, the "**Cabling**") and applicable branch lines of the plumbing, electrical and other Building Systems. The performance of Tenant's Repair Obligations shall comply with the terms of Article 8 below.

7.2 **Landlord's Repair and Maintenance Obligations.** Landlord shall maintain in good condition and operating order and keep in good repair and condition throughout the Lease Term the following (collectively, "**Landlord's Repair Obligations**"): (i) the structural portions of the Building, including the foundation, floor/ceiling slabs, roof structure, roof membrane, curtain wall, exterior glass and mullions, columns, beams, shafts (including elevator shafts), stairs, stairwells, elevator cab, Building mechanical, electrical and telephone closets (collectively, "**Building Structure**"), (ii) the mechanical,

electrical, life safety, plumbing, sprinkler systems and HVAC systems that serve the Building generally, as opposed to Tenant or another tenant exclusively (collectively, the "**Building Systems**") and (iii) the Common Areas, which shall include restrooms located on multi-tenant floors of the Building. The "**Base Building**" shall mean the Building Structure and the Building Systems. Notwithstanding anything in this Lease to the contrary, if any repairs that are Landlord's Repair Obligations are required due to Tenant's use of the Premises for other than normal and customary business office operations or required due to Tenant's construction of Tenant Improvements or Alterations, then Landlord make such repairs and replacements, at Tenant's sole cost, including a percentage of the cost thereof (to be uniformly established for the Building and/or the Project) sufficient to reimburse Landlord for all overhead, general conditions, fees and other costs or expenses arising from Landlord's involvement with such repairs and replacements forthwith upon being billed for same. In the event that the Premises has an "open ceiling plan", then Landlord and third parties leasing or otherwise using/managing or servicing space on the floor immediately above the Premises shall have the right to install, maintain, repair and replace mechanical, electrical and plumbing fixtures, devices, piping, ductwork and all other improvements through the floor above the Premises (which may penetrate through the ceiling of the Premises and be visible within the Premises during the course of construction and upon completion thereof), as Landlord may determine in Landlord's sole and absolute discretion and with no approval rights being afforded to Tenant with respect thereto. Notwithstanding Tenant's occupancy of the Premises during the performance of any of Landlord's Repair Obligations, the performance of Landlord's Repair Obligations shall in no way constitute a constructive eviction of Tenant nor entitle Tenant to any abatement of Rent. Tenant shall promptly and diligently cooperate with Landlord and any of the third parties performing Landlord's Repair Obligations in the Premises in order to facilitate the performance of such work in an efficient and timely manner. Landlord's entry into the Premises to perform any repairs or maintenance hereunder shall be subject to Article 27 below. Tenant hereby waives any and all rights under and benefits of Applicable Laws which grant Tenant the right to self-help or make repairs on behalf of Landlord.

## ARTICLE 8

### ADDITIONS AND ALTERATIONS

8.1 **Landlord's Consent to Alterations.** Tenant may not make any repairs, improvements, alterations, additions or changes to the Premises or any other portion of the Project (collectively, the "**Alterations**") without the prior written consent of Landlord to such Alterations, which consent shall be requested by Tenant not less than fifteen (15) business days prior to the commencement thereof, and which consent shall not be unreasonably withheld by Landlord, provided it shall be deemed reasonable for Landlord to withhold its consent to any Alteration which constitutes a Design Problem (without limitation as to any other reasonable grounds for Landlord to withhold its consent to any particular Alterations). A "**Design Problem**" is defined as, and will be deemed to exist if such Alterations or Tenant Improvements may (i) affect the exterior appearance of the Building; (ii) affect the Building Structure or adversely affect the Building Systems; (iii) fail to comply with Applicable Laws and applicable building codes ("**Code**") or would cause any other portion of the Project to fail to comply with Applicable Laws or Code, (iv) be in conflict with Landlord's Sustainability Requirements (including, without limitation, by jeopardizing any Sustainability Certification), (v) vitiate or otherwise negatively affect any warranty, guaranty, or insurance maintained by Landlord, (vi) materially increase Landlord's Repair Obligations, (vii) be unusually difficult or expensive to remove or not be readily usable for typical office or retail use (as applicable given the Permitted Use of the Premises) by a future tenant, (viii) interfere with any other tenant or occupant of the Project, (ix) affect the certificate of occupancy or its legal equivalent for the Project or any portion thereof, (x) fail to adhere to Landlord's Building standard requirements for the Project, (xi) impact any portion of the Project outside of the interior of the Premises, or (xii) in connection with Tenant Improvements only, affect the critical path of construction of the Landlord SOV Tenant Improvements (as defined in the Tenant Work Letter). The construction of the initial Tenant Improvements to the Premises shall be governed by the terms of the Tenant Work Letter and not the terms of this Article 8 (provided, however, such initial Tenant Improvements shall be deemed to constitute Alterations for purposes of Section 8.5 below).

8.2 **Manner of Construction.** Landlord may impose, as a condition to Tenant's right to perform any Alterations, such requirements as Landlord in its reasonable discretion may deem desirable, including, but not limited to, (i) the requirement that Tenant utilize for such purposes only contractors reasonably approved by Landlord, (ii) that Tenant enter into a construction contract that includes Landlord's then-standard construction rider (or such other construction rider as Landlord may reasonably require), which rider shall include, among other things, Landlord's insurance and indemnity requirements, and (iii) any Cabling (including riser cables) installed by Tenant shall be (x) appropriately insulated to prevent excessive electromagnetic fields or radiation, (y) surrounded by a protective conduit reasonably acceptable to Landlord, and (z) identified in accordance with Landlord's Building standard requirements. Tenant shall be solely responsible for acquiring a permit for all Alterations, furnishing of a copy of such permit and approvals to Landlord prior to the commencement of the work, and complying with all conditions of said permit in a prompt and expeditious manner. If such Alterations will involve the use of or disturb Hazardous Materials, Tenant shall notify Landlord prior to performing such Alterations and comply with Landlord's rules and regulations concerning such Hazardous Materials. Tenant shall construct all Alterations in a good



and workmanlike manner, in conformance with any and all Applicable Laws and Landlord's construction rules and regulations; provided, however, that prior to commencing to construct any Alteration, Tenant shall meet with Landlord to discuss Landlord's design parameters and Code compliance issues. In performing the work of any such Alterations, Tenant shall have the work performed in such manner so as not to obstruct access to the Project or any portion thereof, by any other tenant of the Project, and so as not to obstruct the business of Landlord or other tenants in the Project. Tenant shall retain any union trades to the extent designated by Landlord. Further, Tenant shall not use (and upon notice from Landlord shall cease using) contractors, services, workmen, labor, materials or equipment that, in Landlord's reasonable judgment, would disturb labor harmony with the workforce or trades engaged in performing other work, labor or services in or about the Project. In addition to Tenant's obligations under Article 9 of this Lease, upon completion of any Alterations, Tenant shall cause a notice to be recorded in the office of the Recorder of the county in which the Project is located in accordance with Applicable Laws. Tenant shall, promptly following the completion of any Alterations (including any Cosmetic Alterations), compile and deliver to Landlord a "close-out package" in such format designated by Landlord (e.g., paper and/or electronic files) containing, without limitation, the following items (to the extent deemed necessary by Landlord for the particular Alterations): (a) as-built drawings and final record CAD drawings, (b) warranties and guarantees from all contractors, subcontractors and material suppliers, (c) all permits, approvals and other documents issued by any governmental agency in connection with the Alterations, (d) an independent air balance report, if required due to the nature of the Alterations, (e) lien releases for all work performed at the Project, and (f) such other information or materials as may be reasonably requested by Landlord.

**8.3 Payment for Alterations.** Tenant is responsible for all of the costs of performing any Alterations. In addition, in connection with all Alterations, Tenant shall pay Landlord an oversight fee equal to three percent (3%) of the cost of the Alterations for Landlord-managed/build jobs and one (1%) for Tenant-managed/build jobs. Tenant shall also reimburse Landlord for Landlord's reasonable, out-of-pocket costs and expenses actually incurred in connection with Landlord's review of such Alterations (including, but not limited to, fees paid to consultants retained by Landlord to review plans and specifications for such Alterations).

**8.4 Completion Bonds.** Landlord may, in its reasonable discretion, require Tenant to obtain a lien and completion bond or some alternate form of security satisfactory to Landlord in an amount sufficient to ensure the lien-free completion of any Alterations and naming Landlord as a co-obligee.

**8.5 Ownership and Removal.** The initial Tenant Improvements shall be deemed to constitute Alterations for purposes of this Section 8.5 below). All Alterations shall, upon completion of construction, become part of the Premises (or the Project, as applicable) and the property of Landlord. Prior to the expiration or earlier termination of the Lease, Tenant, at Tenant's expense shall remove all Mandatory Removal Items (as defined below). Notwithstanding the foregoing, in addition to Mandatory Removal Items, Landlord may, by written notice to Tenant prior to the end of the Lease Term, or given following any earlier termination of this Lease, require Tenant, at Tenant's expense, to remove any Alterations, in which event Tenant shall be required to remove the same in accordance with the terms of Section 15.2 below. Notwithstanding the foregoing, except with respect to Mandatory Removal Items, if, in connection with its request for Landlord's consent to any such Alterations, (x) Tenant requests in writing Landlord's decision with regard to the removal of such Alterations, and (y) Landlord thereafter agrees in writing to waive the removal requirement with regard to such Alterations, then Tenant shall not be required to so remove such Alterations (so long as such Alterations do not constitute Mandatory Removal Items). "**Mandatory Removal Items**" shall mean: (i) any Alterations located outside of the Premises, including Tenant's Off-Premises Equipment, (ii) any other items, improvements or fixtures which Tenant is expressly required to remove pursuant to the terms of this Lease, (iii) any Alterations or signage incorporating Tenant's name or logo, (iv) any Alterations not complying with Applicable Laws or which are not operable/functioning or which are of a quantity or in a location that are not consistent with a typical general office user, (v) any Alterations not performed in accordance with the terms of this Article 8 (or the Tenant Work Letter, as applicable), and (vi) any Specialty Improvements. "**Specialty Improvements**" shall mean: (a) safes and vaults, (b) decorative water features; (c) specialized wallcoverings and ceilings, and flooring, including raised flooring; (d) conveyors and dumbwaiters; (e) any Alterations or Tenant Improvements which (1) perforate a floor slab in the Premises or a wall that encloses/encapsulates the Building Structure, (2) involve material plumbing connections (such as kitchens and executive bathrooms outside of the Building core), or (3) require changes to the Base Building; (f) supplemental HVAC equipment within the Premises and non-Building standard fire suppression systems, and (g) any other installations not typically found in general use office space or requiring over-standard demolition costs for the removal thereof. For avoidance of doubt, Landlord shall have the right, but not the obligation, to require removal of Mandatory Removal Items (and in no event shall Tenant be permitted to remove any Mandatory Removal Items or other Alterations unless such removal is required by Landlord in writing).

## ARTICLE 9

### COVENANT AGAINST LIENS

Tenant shall keep the Project and Premises free from any liens or encumbrances arising out of the work performed, materials furnished, or obligations incurred by or on behalf of Tenant, and shall protect, defend, indemnify, and hold Landlord harmless from and against any Losses (as defined in Section 10.1 below) arising out of same or in connection therewith. Tenant shall give Landlord notice at least twenty (20) days prior to the commencement of any such work on the Premises (or such additional time as may be necessary under Applicable Laws) to afford Landlord the opportunity of posting and recording appropriate notices of non-responsibility (and Tenant shall, upon demand, reimburse Landlord for the costs and expenses incurred by Landlord in connection with preparing and recording any such notices of non-responsibility). Tenant shall remove any such lien or encumbrance by bond (pursuant to Applicable Laws) or otherwise within five (5) days after notice by Landlord, and if Tenant shall fail to do so, Landlord may pay the amount necessary to remove such lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid shall be deemed Additional Rent under this Lease payable upon demand (or, at Landlord's election, Landlord may deduct such amounts from any undisbursed improvement allowance or other allowance granted to Tenant under this Lease), without limitation as to other remedies available to Landlord under this Lease. Nothing contained in this Lease shall authorize Tenant to do any act which shall subject Landlord's title to the Building or Premises to any liens or encumbrances whether claimed by operation of law or express or implied contract. Any claim to a lien or encumbrance upon the Building or Premises arising in connection with any such work or respecting the Premises not performed by or at the request of Landlord shall be null and void, or at Landlord's option shall attach only against Tenant's interest in the Premises and shall in all respects be subordinate to Landlord's title to the Project, Building and Premises. Notwithstanding anything to the contrary contained in this Lease, the interest of Landlord, whether real or personal, in and to the Premises, the Project or any part thereof will not be subject to or chargeable with any liens for labor performed or material or services supplied in connection with any work or improvements performed or caused to be performed by Tenant or any Tenant Parties, and Tenant will have no right, power or authority to create or allow to be created any such liens or liabilities regardless of whether Landlord has approved or consented to or required by the terms of this Lease, the provision of or necessity for such labor, services, material or other improvements; and this Lease hereby expressly prohibits any such liens or liability. All persons and entities contracting or otherwise dealing with Tenant relative to the Premises and the Project ("**potential lienors**") are hereby placed on notice of the provisions of the immediately preceding sentence, and Tenant will give actual written notice to all such potential lienors, prior to the execution or publication of a notice of commencement relative to the Premises, time being strictly of the essence, that this Lease contains this provision prohibiting such liens and prohibiting liability of the Landlord for any such liens, claims of lien, or notices of non-payment pursuant to Applicable Laws. Tenant will contemporaneously provide to Landlord a copy of such written notice to such potential lienors. The indemnity provisions of this Lease expressly extend to the consequences of Tenant's failure to strictly abide by the requirements hereof.

## ARTICLE 10

### INDEMNIFICATION AND INSURANCE

10.1 **Indemnification and Waiver.** To the maximum extent permitted under Tennessee law, Tenant hereby agrees to pass through to Landlord the benefit of any indemnities that Tenant receives from third parties in connection with this Lease. As long as (a) a municipal government of the state of Tennessee (a "**Municipal Government**") remains the Tenant under this Lease, and (b) Tennessee law continues to prohibit a Municipal Government from assuming risk under a contract, the following sentence of this Section 10.1 shall be inapplicable. Tenant hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises from any cause whatsoever and agrees that Landlord, its partners, subpartners and their respective officers, agents, servants, employees, and independent contractors (collectively, "**Landlord Parties**") shall not be liable for, and are hereby released from any responsibility for, any damage either to person or property or resulting from the loss of use thereof, which damage is sustained by Tenant or by other persons claiming through Tenant. As long as (aa) a Municipal Government remains the Tenant under this Lease, and (bb) Tennessee law continues to prohibit a Municipal Government from indemnifying another party, the remainder of this Section 10.1 shall be inapplicable. Tenant shall indemnify, defend, protect, and hold harmless the Landlord Parties from and against any and all claims, losses, costs, damages, expenses, causes of action, proceedings and liability (including without limitation court costs and reasonable attorneys' fees) (collectively, "**Losses**") incurred in connection with or arising from: (i) any causes in, on or about the Premises; (ii) any activity, work, or thing done, or permitted or suffered by Tenant or any person claiming under Tenant, its Transferees, or the contractors, agents, employees, invitees, or visitors of Tenant or its Transferees or any such person, in, on or about the Project (collectively, "**Tenant Parties**"); (iii) any breach, violation, or non-performance by Tenant or Tenant Parties of any term, covenant, or provision of this Lease or any Applicable Laws; or (iv) the placement of any of Tenant's Property or any of Tenant's Off-Premises Equipment. Should Landlord be named as a defendant in any suit brought against Tenant in connection with or arising out of Tenant's occupancy of the

Premises, Tenant shall pay to Landlord its costs and expenses incurred in such suit, including without limitation, its actual professional fees such as appraisers', accountants' and attorneys' fees. Further, Tenant's agreement to indemnify Landlord pursuant to this Section 10.1 is not intended and shall not relieve any insurance carrier of its obligations under policies required to be carried by Tenant pursuant to the provisions of this Lease, to the extent such policies cover the matters subject to Tenant's indemnification obligations; nor shall they supersede any inconsistent agreement of the parties set forth in any other provision of this Lease. The provisions of this Section 10.1 shall survive the expiration or sooner termination of this Lease with respect to any Losses arising in connection with any event occurring prior to such expiration or termination.

10.2 **Landlord's Insurance.** Landlord shall maintain insurance against loss or damage with respect to the portions of the Project constituting Landlord's Repair Obligations (collectively, "**Landlord's Insured Property**") on a Special Form or equivalent type insurance form, with customary exceptions, subject to such deductibles and self-insured retentions as Landlord may determine, in an amount equal to at least the replacement value of Landlord's Insured Property. Such insurance shall be maintained with an insurance company selected by Landlord. Payment for losses thereunder shall be made solely to Landlord. Landlord may maintain such additional insurance with respect to the Project, including, without limitation, earthquake insurance, terrorism insurance, flood insurance, liability insurance and/or rent insurance, as Landlord may in its sole discretion elect. Landlord may also maintain such other insurance as may from time to time be required by a Mortgagee (as defined in Article 18 below). Any or all of Landlord's insurance may be provided by blanket coverage maintained by Landlord or any affiliate of Landlord under its insurance program for its portfolio of properties, or by Landlord or any affiliate of Landlord under a program of self-insurance. Tenant shall, at Tenant's expense, comply with Landlord's insurance company requirements pertaining to the use of the Premises. If Tenant's conduct or use of the Premises causes any increase in the premium for such insurance policies then Tenant shall reimburse Landlord for any such increase. Tenant, at Tenant's expense, shall comply with all rules, orders, regulations or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and with any similar body.

10.3 **Tenant's Insurance.** Before the earlier of (i) the date on which any Tenant Party first enters the Premises for any reason or (ii) the Lease Commencement Date (such earlier date is the "**Insurance Commencement Date**"), and thereafter throughout and until the end of the Lease Term, and after the end of the Lease Term so long after the end of the Lease Term as any of Tenant's Property or Tenant's Off-Premises Equipment remains at the Project, or Tenant or anyone acting by, through or under Tenant may use, be in occupancy of any part of, or have access to any part of the Premises or any portion thereof, Tenant shall maintain the following insurance coverages in at least the amounts set forth below; provided, however, Landlord makes no representation that the limits or forms of coverage specified herein are adequate to cover Tenant's property, business operations or obligations under this Lease. The required evidence of coverage must be delivered to Landlord on or before the dates required under Section 10.4 below. Such policies shall be for a term of at least one (1) year, or the length of the remaining term of this Lease, whichever is less.

10.3.1 Commercial General Liability Insurance, including Broad Form contractual liability covering the insured against claims of bodily injury, personal injury and property damage (including loss of use thereof) based upon or arising out of Tenant's operations, occupancy or maintenance of the Project and all areas appurtenant thereto. Such insurance shall be written on an "occurrence" basis. Landlord and any other party the Landlord so specifies that has a material financial interest in the Project, including Landlord's managing agent, ground lessor and/or lender, if any (collectively, "**Additional Insureds**"), shall be named as additional insureds as their interests may appear using Insurance Service Organization's form CG2011 or a comparable form approved by Landlord. Tenant shall provide an endorsement or policy excerpt showing that Tenant's coverage is primary and any insurance carried by Landlord shall be excess and non-contributing. The coverage shall also be extended to include damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations. This policy shall include coverage for all Losses assumed under this Lease as an insured contract for the performance of all of Tenant's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Tenant nor relieve Tenant of any obligation hereunder. Limits of liability insurance shall not be less than the following, provided, however, that such limits may be achieved through the use of an Umbrella/Excess Policy:

Bodily Injury and Property Damage Liability	\$2,000,000 each occurrence
Personal Injury and Advertising Liability	\$2,000,000 each occurrence

Tenant Legal Liability/Damage to  
Rented Premises Liability

\$1,000,000.00

10.3.2 Property Insurance covering (i) Tenant's Property and Tenant's Off-Premises Equipment, (ii) the Tenant Improvements, and any other improvements which exist in the Premises as of the Lease Commencement Date (excluding Landlord's Insured Property) (the "**Original Improvements**"), and (iii) all Alterations (items (i), (ii) and (iii) are collectively, "**Tenant's Insured Property**"). Such insurance shall be written on a Special Form basis, for the full replacement cost value (subject to reasonable deductible amounts), without deduction for depreciation of the covered items and in amounts that meet any co-insurance clauses of the policies of insurance and shall include coverage for (a) all perils included in the Special Form policy, (b) water damage from any cause whatsoever, including, but not limited to, sprinkler leakage, bursting, leaking or stoppage of any pipes, explosion, and backup or overflow from sewers or drains, and (c) terrorism (to the extent such terrorism insurance is available as a result of the Terrorism Risk Insurance Act of 2002 (Pub. L. 107-297, 116 Stat. 2322), the Terrorism Risk Insurance Program Reauthorization Act of 2005 (Pub. L. 109-144), and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub. L. 110-160, 121 Stat. 183), any successor statute or regulation, or is otherwise available at commercially reasonable rates). Tenant shall use the proceeds from any such insurance for the replacement of Tenant's Insured Property.

10.3.3 Business Income/Interruption insurance covering a one-year period in such amounts as will reimburse Tenant for actual direct or indirect loss of earnings attributable to the risks outlined in Section 10.3.2 above.

10.3.4 Worker's Compensation or other similar insurance pursuant to all applicable state and local statutes and regulations, and Employer's Liability with minimum limits of not less than \$1,000,000 each accident/employee/disease.

10.3.5 Commercial Automobile Liability Insurance covering all Owned (if any), Hired, or Non-owned vehicles with limits not less than \$1,000,000 combined single limit for bodily injury and property damage.

10.4 **Form of Policies.** The minimum limits of policies of insurance required of Tenant under this Lease shall in no event limit the liability of Tenant under this Lease. Such insurance shall (i) be issued by an insurance company having an AM Best rating of not less than A-VIII (or to the extent AM Best ratings are no longer available, then a similar rating from another comparable rating agency), or which is otherwise acceptable to Landlord and licensed to do business in the State of Tennessee, (ii) be in form and content reasonably acceptable to Landlord and complying with the requirements of Section 10.3, (iii) Tenant shall not do or permit to be done anything which invalidates the required insurance policies, and (iv) provide that said insurance shall not be canceled or coverage changed unless thirty (30) days' prior written notice shall have been given to Landlord and any Mortgagee, the identity of whom has been provided to Tenant in writing. Tenant shall deliver said policy or policies or certificates thereof and applicable endorsements which meet the requirements of this Article 10 to Landlord on or before the Insurance Commencement Date, and five (5) business days after the renewal of such policies. In the event Tenant shall fail to procure such insurance, or to deliver such policies or certificates and applicable endorsements, Landlord may, at its option, after written notice to Tenant and Tenant's failure to obtain such insurance within five (5) days thereafter, procure such policies for the account of Tenant and the sole benefit of Landlord, and the cost thereof shall be paid to Landlord after delivery to Tenant of bills therefor.

10.5 **Property Insurance Subrogation.** Landlord and Tenant intend that their respective property loss risks shall be borne by their insurance carriers, and Landlord and Tenant hereby agree to look solely to, and seek recovery only from, their respective insurance carriers in the event of a property loss to the extent that such coverage is agreed to be provided hereunder. The parties each hereby waive all rights and claims against each other for such losses and waive all rights of subrogation of their respective insurers. Landlord and Tenant hereby represent and warrant that their respective property insurance policies include a waiver of (i) subrogation by the insurers, and (ii) all rights based upon an assignment from its insured, against Landlord and/or any of the Landlord Parties or Tenant and/or any of the Tenant Parties (as the case may be) in connection with any property loss risk thereby insured against. Tenant will cause all subtenants and licensees of the Premises claiming by, under, or through Tenant to execute and deliver to Landlord a waiver of claims similar to the waiver in this Section 10.5 and to obtain such waiver of subrogation rights endorsements. If either party hereto fails to maintain the waivers set forth in items (i) and (ii) above, the party not maintaining the requisite waivers shall indemnify, defend, protect, and hold harmless the other party for, from and against any and all Losses arising out of, resulting from, or relating to, such failure.

10.6 **Additional Insurance Obligations.** Tenant shall carry and maintain during the entire Lease Term, at Tenant's sole cost and expense, increased amounts of the insurance required to be carried by Tenant pursuant to this Article 10 and such other reasonable types of insurance coverage and in such reasonable amounts covering the Premises and Tenant's operations therein, as may be reasonably requested

by Landlord. In addition, Tenant shall pay for any increase in the premiums for the property insurance of the Project carried by Landlord if said increase is caused by Tenant's acts, omissions, use or occupancy of the Premises.

10.7 **Third-Party Contractors.** Tenant shall obtain and deliver to Landlord, certificates of insurance and applicable endorsements at least seven (7) business days prior to the commencement of work in or about the Premises by any vendor or other third-party contractor retained or engaged by Tenant (collectively, a "**Third Party Contractor**"). All such insurance shall (i) name the Additional Insureds as additional insureds under such third party's liability policies, (ii) provide a waiver of subrogation in favor of Landlord under such third party's commercial general liability insurance, (iii) be primary and any insurance carried by Landlord shall be excess and non-contributing, and (iv) comply with Landlord's minimum insurance requirements (which may vary depending on the type of work or vendor taking place in the Premises).

10.8 **Self-Insurance.** Notwithstanding anything to the contrary contained in this Article 10, the Original Tenant only shall, at the Original Tenant's election, be entitled to self-insure its insurance requirements set forth in this Lease, provided that any self-insurance shall be deemed to contain all of the terms and conditions applicable to such insurance as required in Article 10 of this Lease, including, without limitation, a waiver of subrogation. With respect to any claims which may result from incidents occurring during the Lease Term, the Original Tenant's self-insurance obligation shall survive the expiration of the Lease to the same extent as the foregoing insurance required under this Article 10 would survive. Notwithstanding anything to the contrary contained in this Article 10, the Original Tenant shall only have the right to self-insure its insurance requirements under this Section 10.8 if the Original Tenant continues to be a Municipal Government.

## **ARTICLE 11**

### **DAMAGE AND DESTRUCTION**

11.1 **Repair of Damage from Casualty.** If the Project (or any portion thereof) shall be damaged by a fire or any other casualty (collectively, a "**Casualty**"), (i) Landlord shall promptly and diligently restore Landlord's Insured Property to substantially the same condition as existing prior to the Casualty, except for modifications required by Applicable Laws or the Underlying Documents, or any other modifications deemed desirable by Landlord, and (ii) except as set forth below, Tenant shall promptly and diligently restore Tenant's Insured Property to substantially the same condition as existing prior to the Casualty, except for modifications required by Applicable Laws or the Underlying Documents, or any other modifications deemed desirable by Tenant and approved by Landlord pursuant to Article 8. Notwithstanding the foregoing, Landlord shall have the right, upon notice (the "**Landlord Repair Notice**") to Tenant from Landlord within sixty (60) days following the date the Casualty becomes known to Landlord, to promptly and diligently restore the Original Improvements, Tenant Improvements and Alterations, and, in such event Tenant shall assign to Landlord (or to any party designated by Landlord) all insurance proceeds payable to Tenant under Tenant's insurance required under Section 10.3 of this Lease for the Original Improvements, Tenant Improvements and Alterations; provided that if the cost of such repair by Landlord exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, as assigned by Tenant, the cost of such repairs shall be paid by Tenant to Landlord prior to Landlord's commencement of repair of the damage. All work performed by Tenant pursuant to this Section 11.1 shall be performed in accordance with Article 8 of this Lease. At any time, from time to time, after the date occurring sixty (60) days after the date of the damage, Tenant may request that Landlord inform Tenant of Landlord's reasonable opinion of the date of completion of the repairs and Landlord shall respond to such request within five (5) business days ("**Landlord's Repair Estimate Notice**"). Notwithstanding any contrary provision of this Article 11, the parties hereby agree as follows: (a) the closure of the Project, the Building, the Common Areas, or any part thereof to protect public health shall not constitute a Casualty for purposes of this Lease, (b) Casualty covered by this Article 11 shall require that the physical or structural integrity of the Premises, the Project, the Building, or the Common Areas is degraded as a direct result of such occurrence, and (c) a Casualty under this Article 11 shall not be deemed to occur merely because Tenant is unable to productively use the Premises in the event that the physical and structural integrity of the Premises is undamaged.

11.2 **Casualty Rent Abatement.** If (i) the Premises or portions of the Common Area necessary for the conduct of Tenant's business are damaged by Casualty, (ii) such Casualty causes all or a material portion of the Premises to be untenable and unusable by Tenant and Tenant actually ceases to use all or such material portion of the Premises for more than five (5) business days, (iii) the Casualty is not the result of the acts and/or omissions of Tenant and/or other Tenant Parties, and (iv) Tenant is not then in default under this Lease (items (i) through (iv) are, collectively, "**Casualty Conditions**"), Tenant may, upon written notice to Landlord, immediately abate Base Rent and Tenant's Share of Direct Expenses payable under this Lease for that portion of the Premises rendered untenable and not actually used by Tenant due to the Casualty, for the period beginning on the date of the Casualty through (a) if Landlord delivered the Landlord Repair Notice, the date Landlord substantially completes restoration of the Original Improvements, Tenant

Improvements and Alterations, such that the Premises are no longer untenable (or such earlier date following the Casualty that Tenant conducts business from the Premises), or (b) if Landlord did not deliver the Landlord Repair Notice, the earlier of the date that Tenant substantially completes restoration of Tenant's Insured Property (such that the Premises are no longer untenable) and the date that Tenant would have substantially completed restoration of Tenant's Insured Property if Tenant had used reasonable diligence (or such earlier date following the Casualty that Tenant conducts business from the Premises). Except for the foregoing Rent abatement, Landlord shall not be liable for any inconvenience or annoyance to Tenant or its visitors, or injury to Tenant's business resulting in any way from a Casualty.

11.3 **Casualty Termination Rights.**

11.3.1 **Landlord Termination Rights.** Notwithstanding the terms of Section 11.1 of this Lease, Landlord may elect not to rebuild and/or restore the Landlord's Insured Property, and instead terminate this Lease, by notifying Tenant in writing of such termination within sixty (60) days after the date of discovery of the damage from Casualty, such notice to include a termination date giving Tenant sixty (60) days to vacate the Premises, if one or more of the following conditions is present: (i) in Landlord's reasonable judgment, repairs cannot reasonably be completed within one hundred eighty (180) days after the date of discovery of the damage (when such repairs are made without the payment of overtime or other premiums); (ii) the Mortgagee shall require that the insurance proceeds or any portion thereof be used to retire or terminate the Mortgage; (iii) the damage is not fully covered by Landlord's insurance policies; (iv) Landlord decides to rebuild the Building or Common Areas so that they will be substantially different structurally or architecturally; (v) the damage occurs during the last twelve (12) months of the Lease Term; or (vi) any owner of any other portion of the Project, other than Landlord, does not intend to repair the damage to such portion of the Project.

11.3.2 **Tenant Termination Rights.** If all of the Casualty Conditions are satisfied and either the repairs cannot, in the reasonable opinion of Landlord, be completed within one hundred eighty (180) days after being commenced or the damage occurs during the last twelve (12) months of the Lease Term, Tenant may elect, no earlier than sixty (60) days after the date of the damage and not later than ninety (90) days after the date of such damage, to terminate this Lease by written notice to Landlord effective as of the date specified in the notice, which date shall not be less than thirty (30) days nor more than sixty (60) days after the date such notice is given by Tenant. In the event this Lease is terminated in accordance with the terms of this Section 11.3, Tenant shall assign to Landlord (or to any party designated by Landlord) all insurance proceeds payable to Tenant under Tenant's insurance required under items (ii) and (iii) of Section 10.3.2 of this Lease.

11.4 **Waiver of Statutory Provisions.** The provisions of this Lease, including this Article 11, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises, the Building or the Project, and any statute or regulation of the State of Tennessee, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Lease or any damage or destruction to all or any part of the Premises, the Building or the Project.

**ARTICLE 12**

**NONWAIVER**

No provision of this Lease shall be deemed waived by either party hereto unless expressly waived in a writing signed by the waiving party. The waiver by either party hereto of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any of the terms of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No acceptance of a lesser amount than the Rent herein stipulated shall be deemed a waiver of Landlord's right to receive the full amount due, nor shall any endorsement or statement on any check or payment or any letter accompanying such check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the full amount due. No receipt of monies by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Lease Term or of Tenant's right of possession hereunder, or after the giving of any notice shall reinstate, continue or extend the Lease Term or affect any notice given Tenant prior to the receipt of such monies, it being agreed that after the service of notice or the commencement of a suit, or after final judgment for possession of the Premises, Landlord may receive and collect any Rent due, and the payment of said Rent shall not waive or affect said notice, suit or judgment.

## ARTICLE 13

### CONDEMNATION

If the whole or any part of the Premises, Building or Project shall be taken by power of eminent domain or condemned by any competent authority for any public or quasi-public use or purpose, or if any adjacent property or street shall be so taken or condemned, or reconfigured or vacated by such authority in such manner as to require the use, reconstruction or remodeling of any part of the Premises, Building or Project, or if Landlord shall grant a deed or other instrument in lieu of such taking by eminent domain or condemnation, Landlord shall have the option to terminate this Lease effective as of the date possession is required to be surrendered to the authority. If more than twenty-five percent (25%) of the rentable square feet of the Premises is taken, or if access to the Premises is substantially impaired, in each case for a period in excess of one hundred eighty (180) days, Tenant shall have the option to terminate this Lease effective as of the date possession is required to be surrendered to the authority. Tenant shall not because of such taking assert any claim against Landlord or the authority for any compensation because of such taking and Landlord shall be entitled to the entire award or payment in connection therewith, except that Tenant shall have the right to file any separate claim available to Tenant for any taking of Tenant's personal property and fixtures belonging to Tenant and removable by Tenant upon expiration of the Lease Term pursuant to the terms of this Lease, and for moving expenses, so long as such claims do not diminish the award available to Landlord or its Mortgagee, and such claim is payable separately to Tenant. All Rent shall be apportioned as of the date of any such termination. If any part of the Premises shall be taken and this Lease is not terminated, the Rent under this Lease shall be proportionately reduced based on the portion of the Premises subject to the applicable taking. Notwithstanding anything to the contrary contained in this Article 13, in the event of a temporary taking of all or any portion of the Premises for a period of one hundred and eighty (180) days or less, then this Lease shall not terminate but the Base Rent and Tenant's Share of Direct Expenses shall be abated for the period of such taking in proportion to the ratio that the amount of rentable square feet of the Premises taken bears to the total rentable square feet of the Premises. Landlord shall be entitled to receive the entire award made in connection with any such temporary taking. Notwithstanding any contrary provision of this Lease, the following governmental actions (whether through regulatory action, ordinance, or otherwise) shall not constitute a taking or condemnation, either permanent or temporary: (i) an action that requires Tenant's business to close during the Lease Term, (ii) an action that limits or temporarily prohibits access to or use of the Building or the Premises, and (iii) an action taken for the purpose of protecting public safety (e.g., to protect against acts of war, the spread of communicable diseases, or an infestation), and no such governmental actions shall entitle Tenant to any compensation from Landlord or any authority, or Rent abatement or any other remedy under this Lease.

## ARTICLE 14

### ASSIGNMENT AND SUBLETTING

14.1 **Transfers.** Except for an assignment of this Lease or a sublease of all or a portion of the Premises (each of the foregoing, together with any modifications or amendments to any existing assignments or subleases being referred to herein as a "**Transfer**" and any person or entity to whom any Transfer is made or sought to be made is referred to herein as a "**Transferee**"), Tenant shall not mortgage, pledge, hypothecate, encumber or permit any lien to attach to, or otherwise transfer, this Lease or any interest hereunder, permit any other transfer of this Lease or any interest hereunder by operation of law or enter into any license or concession agreements or otherwise permit the occupancy or use of the Premises or any part thereof by any persons other than Tenant and its employees. Tenant shall not Transfer this Lease or its interest in any portion of the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld. If Tenant desires Landlord's consent to any Transfer, Tenant shall notify Landlord in writing, which notice (the "**Transfer Notice**") shall include (i) the proposed effective date of the Transfer, which shall not be less than thirty (30) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice, (ii) a description of the portion of the Premises to be transferred (the "**Subject Space**"), (iii) all of the terms of the proposed Transfer and the consideration therefor, including calculation of the Transfer Premium, as defined in Section 14.3 below, in connection with such Transfer (and detailed backup with respect to such calculation of such Transfer Premium), the name and address of the proposed Transferee, and a copy of all existing executed and/or proposed documentation pertaining to the proposed Transfer, including all existing operative documents to be executed to evidence such Transfer or the agreements incidental or related to such Transfer, provided that Landlord shall have the right to require Tenant to utilize Landlord's standard consent to Transfer documents in connection with the documentation of Landlord's consent to such Transfer, (iv) current financial statements of the proposed Transferee certified by an officer, partner or owner thereof, business credit and personal references and history of the proposed Transferee and any other information required by Landlord which will enable Landlord to determine the financial responsibility, character, and reputation of the proposed Transferee, nature of such Transferee's business and proposed use of the Subject Space, (v) a complete statement, certified by an independent certified public accountant, or Tenant's chief financial officer, setting forth in detail the computation of any Transfer Premium Tenant has derived and shall derive from such Transfer and (vi) an executed estoppel certificate from Tenant in the form attached hereto as

**Exhibit E.** Any Transfer made without Landlord's prior written consent shall, at Landlord's option, be null, void and of no effect, and shall, at Landlord's option, constitute an Event of Default by Tenant under this Lease. Whether or not Landlord consents to any proposed Transfer, Tenant shall pay Landlord's review and processing fees, as well as any reasonable professional fees (including, without limitation, attorneys', accountants', architects', engineers' and consultants' fees) incurred by Landlord, within thirty (30) days after written request by Landlord.

14.2 **Landlord's Consent.** Landlord shall not unreasonably withhold its consent to any proposed Transfer of the Subject Space to the Transferee on the terms specified in the Transfer Notice. Without limitation as to other reasonable grounds for withholding consent, it shall be reasonable under this Lease and under Applicable Laws for Landlord to withhold consent to any proposed Transfer where one or more of the following apply:

14.2.1 The Transferee is of a character or reputation or engaged in a business which is not consistent with the quality of the Building or the Project;

14.2.2 The Transferee intends to use the Subject Space for purposes which are not permitted under this Lease;

14.2.3 The Transferee is either a governmental agency or instrumentality thereof;

14.2.4 The Transferee is not a party of reasonable financial worth and/or financial stability in light of the responsibilities to be undertaken in connection with the Transfer on the date consent is requested;

14.2.5 The proposed Transfer would cause a violation of another lease, including, without limitation, any exclusive use provision contained therein, for space in the Project, or would give an occupant of the Project a right to cancel its lease;

14.2.6 Either the proposed Transferee, or any person or entity which directly or indirectly, controls, is controlled by, or is under common control with, the proposed Transferee, (i) occupies space in the Project at the time of the request for consent, or (ii) is negotiating with Landlord to lease space in the Project at such time, or (iii) has negotiated with Landlord during the twelve (12)-month period immediately preceding the Transfer Notice; or

14.2.7 The Transferee does not intend to occupy the entire Premises and conduct its business therefrom for a substantial portion of the term of the Transfer.

If Landlord consents to any Transfer pursuant to the terms of this Section 14.2 (and does not exercise any recapture rights Landlord may have under Section 14.4 of this Lease), Tenant may within six (6) months after Landlord's consent, but not later than the expiration of said six (6)-month period, enter into such Transfer of the Premises or portion thereof, upon substantially the same terms and conditions as are set forth in the Transfer Notice furnished by Tenant to Landlord pursuant to Section 14.1 of this Lease, provided that if there are any changes in the terms and conditions from those specified in the Transfer Notice (i) such that Landlord would initially have been entitled to refuse its consent to such Transfer under this Section 14.2, or (ii) which would cause the proposed Transfer to be more favorable to the Transferee than the terms set forth in Tenant's original Transfer Notice, Tenant shall again submit the Transfer to Landlord for its approval and other action under this Article 14 (including Landlord's right of recapture, if any, under Section 14.4 of this Lease). Notwithstanding anything to the contrary in this Lease, if Tenant or any proposed Transferee claims that Landlord has unreasonably withheld or delayed its consent under this Section 14.2 or otherwise has breached or acted unreasonably under this Article 14, their sole remedies shall be a declaratory judgment and an injunction for the relief sought without any monetary damages, and Tenant hereby waives all other remedies, including, without limitation, any right at law or equity to terminate this Lease, on its own behalf and, to the extent permitted under all Applicable Laws, on behalf of the proposed Transferee. Tenant shall indemnify, defend and hold harmless Landlord from and against any and all Losses involving any third party or parties (including without limitation Tenant's proposed subtenant or assignee) who claim they were damaged by Landlord's wrongful withholding or conditioning of Landlord's consent.

14.3 **Transfer Premium.** If Landlord consents to any Transfer, as a condition thereto (which the parties hereby agree is reasonable), Tenant shall pay to Landlord any Transfer Premium received by Tenant (or any subsequent Transferee, e.g., a sub-subtenant) in connection with the Transfer. "**Transfer Premium**" shall mean all rent, additional rent or other consideration payable by such Transferee in connection with the Transfer in excess of the Base Rent and Tenant's Share of Direct Expenses payable by Tenant under this Lease during the term of the Transfer (which shall be calculated on a per rentable square foot basis if less than all of the Premises is transferred), after deducting the reasonable expenses incurred by Tenant for (i) any changes, alterations and improvements to the Premises in order to procure the particular Transfer, (ii) any market monetary allowances reasonably provided to the Transferee in order to



procure the particular Transfer, (iii) any market brokerage commissions in connection with the particular Transfer, and (iv) legal fees in negotiating the particular Transfer. "Transfer Premium" shall also include, but not be limited to, key money, bonus money or other cash consideration paid by the Transferee in connection with such Transfer, and any payment in excess of fair market value for services rendered by Tenant to Transferee or for assets, fixtures, inventory, equipment, or furniture transferred by Tenant to Transferee in connection with such Transfer. Landlord or its authorized representatives shall have the right at all reasonable times to audit the books, records and papers of Tenant relating to the calculation of any Transfer Premium and shall have the right to make copies thereof. If the Transfer Premium respecting any Transfer shall be found understated, Tenant shall, within thirty (30) days after demand, pay the deficiency, and if understated by more than two percent (2%), Tenant shall pay Landlord's costs of such audit.

**14.4 Landlord's Option as to Subject Space.** Notwithstanding anything to the contrary contained in this Article 14, Landlord shall have the option, by giving written notice to Tenant within thirty (30) days after receipt of any Transfer Notice, to recapture the Subject Space. Such recapture notice shall cancel and terminate this Lease with respect to the Subject Space as of the date stated in the Transfer Notice as the effective date of the proposed Transfer (or at Landlord's option, shall cause the Transfer to be made to Landlord or its agent, in which case the parties shall execute the Transfer documentation promptly thereafter). In the event of a recapture by Landlord and termination of this Lease with respect to less than the entire Premises, the Base Rent and Tenant's Share of Direct Expenses shall be equitably prorated on the basis of the number of rentable square feet retained by Tenant in proportion to the number of rentable square feet contained in the Premises, and this Lease as so amended shall continue thereafter in full force and effect, and upon request of either party, the parties shall execute written confirmation of the same. If Landlord declines, or fails to elect in a timely manner, to recapture the Subject Space under this Section 14.4, then, provided Landlord has consented to the proposed Transfer, Tenant shall be entitled to proceed to Transfer the Subject Space to the proposed Transferee, subject to the terms of this Article 14.

**14.5 Effect of Transfer.** If Landlord consents to any Transfer, (i) the terms of this Lease shall in no way be deemed to have been waived or modified, (ii) such consent shall not be deemed consent to any further Transfer by either Tenant or a Transferee, and (iii) no Transfer relating to this Lease or agreement entered into with respect thereto, whether with or without Landlord's consent, shall relieve Tenant or any guarantor of the Lease from any liability under this Lease, including, without limitation, in connection with the Subject Space.

**14.6 Occurrence of Default.** Any Transfer shall be subordinate and subject to the provisions of this Lease, and if this Lease shall be terminated during the term of any Transfer, Landlord shall have the right to: (i) treat such Transfer as cancelled and repossess the Subject Space by any lawful means, or (ii) require that such Transferee attorn to and recognize Landlord as its landlord under any such Transfer. If Tenant shall be in default under this Lease, Landlord is hereby irrevocably authorized, as Tenant's agent and attorney-in-fact, to direct any Transferee to make all payments under or in connection with the Transfer directly to Landlord (which Landlord shall apply towards Tenant's obligations under this Lease) until such default is cured. Such Transferee shall rely on any representation by Landlord that Tenant is in default hereunder, without any need for confirmation thereof by Tenant. Upon any assignment, the assignee shall assume in writing all obligations and covenants of Tenant thereafter to be performed or observed under this Lease. No collection or acceptance of rent by Landlord from any Transferee shall be deemed a waiver of any provision of this Article 14 or the approval of any Transferee or a release of Tenant from any obligation under this Lease, whether theretofore or thereafter accruing. In no event shall Landlord's enforcement of any provision of this Lease against any Transferee be deemed a waiver of Landlord's right to enforce any term of this Lease against Tenant or any other person. If Tenant's obligations hereunder have been guaranteed, Landlord's consent to any Transfer shall not be effective unless the guarantor also consents to such Transfer.

**14.7 Permitted Transfers.** Notwithstanding anything to the contrary contained in this Lease, Landlord shall not withhold its consent to (i) an assignment or subletting of all or a portion of the Premises to an affiliate of Tenant (which for purposes of this Section 14.7, shall mean an entity which is controlled by, controls, or is under common control with, Tenant as of the Effective Date), (ii) an assignment of the Lease to an entity which acquires all or substantially all of the stock or assets of Tenant, or (iii) an assignment of the Lease to an entity which is the resulting entity of a merger or consolidation of Tenant during the Lease Term (any such assignee or sublessee described in items (i) through (iii) of this Section 14.7 hereinafter referred to as a "**Permitted Transferee**", and any such assignment or sublease, a "**Permitted Transfer**"), provided that (a) Tenant notifies Landlord at least thirty (30) days prior to the effective date of any contemplated Permitted Transfer and promptly supplies Landlord with any documents or information reasonably requested by Landlord regarding such Permitted Transfer or Permitted Transferee, (b) Tenant is not in default under this Lease, and such Transfer is not a subterfuge by Tenant to avoid its obligations under this Lease, (c) such Permitted Transferee shall be of a character and reputation consistent with the quality of the Building, (d) such Permitted Transferee shall be a Municipal Government, (e) Tenant shall not be relieved from any liability under this Lease, (f) the liability of such Permitted Transferee under an assignment shall be joint and several with Tenant, and (g) Tenant and the Permitted Transferee shall execute and deliver to Landlord, prior to the effective date of the Transfer (and as a

condition to the effectiveness of the Transfer), Landlord's then-standard form of acknowledgment representing that the conditions of this Section 14.7 are true and accurate with respect to such Transfer. An assignee of Tenant's entire interest in this Lease who qualifies as a Permitted Transferee may also be referred to herein as a "**Permitted Transferee Assignee.**" "**Control,**" as used in this Section 14.7, shall mean the ownership, directly or indirectly, of more than fifty percent (50%) of the voting securities of, or possession of the right to vote, in the ordinary direction of its affairs, of more than fifty percent (50%) of the voting interest in, any person or entity.

14.8 **Change of Control.** For purposes of this Section 14.8, the term "**Change of Control**" shall mean the following: (i) if Tenant is a partnership, limited liability company, or other non-corporate entity, the withdrawal or change, voluntary, involuntary or by operation of law, of more than fifty percent (50%) of the partners, members, or owners, or transfer of more than fifty percent (50%) of partnership, membership, or ownership interests, within a twelve (12)-month period, or the dissolution of the partnership or other entity without immediate reconstitution thereof, and (ii) if Tenant is a corporation, (a) the dissolution, merger, consolidation or other reorganization of Tenant or (b) the sale or other transfer of an aggregate of more than fifty percent (50%) of the voting shares of Tenant (other than to immediate family members by reason of gift or death), within a twelve (12)-month period, or (c) the sale, mortgage, hypothecation or pledge of an aggregate of more than fifty percent (50%) of the value of the unencumbered assets of Tenant within a twelve (12)-month period. Tenant must notify Landlord in writing at least thirty (30) days prior to any Change of Control, as well as upon the effectiveness of any such Change of Control (and Tenant shall provide Landlord with such information with respect to the Change of Control as may be reasonably requested by Landlord). Landlord's consent shall not be required for a Change of Control unless the Tenant following the Change of Control is not a Municipal Government. In no event shall Tenant be relieved from any liability under this Lease as a result of a Change of Control. Notwithstanding the foregoing or anything to the contrary herein, any Change of Control that is a subterfuge by Tenant to avoid its obligations under this Lease shall constitute an Event of Default hereunder.

## **ARTICLE 15**

### **SURRENDER OF PREMISES**

15.1 **Surrender of Premises.** No act or thing done by Landlord or any agent or employee of Landlord during the Lease Term shall be deemed to constitute an acceptance by Landlord of a surrender of the Premises unless such intent is specifically acknowledged in writing by Landlord. The delivery of keys to the Premises to Landlord or any agent or employee of Landlord shall not constitute a surrender of the Premises or effect a termination of this Lease, whether or not the keys are thereafter retained by Landlord, and notwithstanding such delivery Tenant shall be entitled to the return of such keys at any reasonable time upon request until this Lease shall have been properly terminated. The voluntary or other surrender of this Lease by Tenant, whether accepted by Landlord or not, or a mutual termination hereof, shall not work a merger, and at the option of Landlord shall operate as an assignment to Landlord of all subleases or subtenancies affecting the Premises or terminate any or all such sublessees or subtenancies.

15.2 **Removal Requirements.** Upon the expiration of the Lease Term, or upon any earlier termination of this Lease, Tenant shall, subject to the provisions of this Article 15, quit and surrender possession of the Premises to Landlord in as good order and condition as when Tenant took possession and as thereafter improved by Landlord and/or Tenant, reasonable wear and tear and repairs which are specifically made the responsibility of Landlord hereunder excepted. Upon such expiration or termination, Tenant shall, without expense to Landlord, remove or cause to be removed from the Premises (and/or the Project, as applicable) the following, and repair all damage to the Premises, the Building and the Project resulting from such removal, and at Landlord's option, restore any affected areas to a Project-standard condition as determined by Landlord: (i) all debris and rubbish, (ii) Tenant's Property, and (iii) all Mandatory Removal Items, and other Alterations and Tenant Improvements that Landlord requires Tenant to remove in accordance with Section 8.5 above. With respect to any of Tenant's Property, Alterations, or Tenant Improvements that Tenant is not required to remove pursuant to this Lease, Tenant shall leave the same in good working order and condition, deliver to Landlord all necessary user information such that the same may be used by future users (e.g., any Water Sensors that remain shall be unblocked and ready for use by a third-party). If Tenant fails to perform the foregoing removal, repair and restoration obligations, then at Landlord's option, either (i) Tenant shall be deemed to be holding over in the Premises and Rent shall continue to accrue in accordance with the terms of Article 16 below, until such work shall be completed, and/or (ii) Landlord may do so and may charge the cost thereof to Tenant. Tenant hereby protects, defends, indemnifies and holds Landlord harmless from and against any Losses relating to the installation, placement, removal or financing of any such Alterations, Tenant Improvements, fixtures and/or equipment in, on or about the Premises, the Building or the Project, which obligations of Tenant shall survive the expiration or earlier termination of this Lease.

15.3 **Disposal Rights.** Without limiting any other rights or remedies of Landlord, any of Tenant's Property or Tenant's Off-Premises Equipment not removed by Tenant upon the expiration of this Lease, or within forty-eight (48) hours after any early termination of this Lease, shall be considered

abandoned and Landlord may, at its sole election (and regardless of the value of such property), (i) elect to take ownership of any or all of such property (in which event, subject to the rights of any third parties who have an ownership or security interest in any such property, Landlord may use, sell, or dispose of such property in Landlord's sole discretion), or (ii) store any or all of such property in a public warehouse or elsewhere (including at Landlord's property) for the account, and at the expense and risk, of Tenant. If Landlord elects to store Tenant's Property or Tenant's Off-Premises Equipment, then Tenant shall pay the cost of storing the same to Landlord (based on the actual costs and expenses incurred by Landlord in connection therewith, plus a 10% administrative fee, or if the property is being stored at property owned or controlled by Landlord or its affiliates, based on the then fair market rental value of the applicable space, in all cases as reasonably determined by Landlord). If Landlord elects to store any such personal property in accordance with item (ii) above, then Landlord may thereafter elect to take ownership of such property pursuant to item (i) above at any time prior to Tenant recovering possession of the subject property. The terms of this Section 15.3 have been specifically bargained for, and, to the maximum extent permitted by law, Tenant expressly waives the right to receive any notices under Applicable Laws with respect to abandoned personal property.

**ARTICLE 16**

**HOLDING OVER**

Unless otherwise agreed upon by Landlord in writing (in Landlord's sole and absolute discretion), if Tenant holds over after the expiration of the Lease Term, such tenancy shall be a tenancy at sufferance, and shall not constitute a renewal hereof or an extension for any further term, and in such case daily damages in any action to recover possession of the Premises shall be calculated at a daily rate equal to the greater of (i) two hundred percent (200%) of the Base Rent applicable during the last rental period of the Lease Term under this Lease (calculated on a per diem basis) and one hundred percent (100%) of all other Rent applicable during the last rental period of the Lease Term under this Lease (calculated on a per diem basis) or (ii) the fair market rental rate for the Premises as of the commencement of such holdover period (as determined by Landlord in its commercially reasonable discretion). Nothing contained in this Article 16 shall be construed as consent by Landlord to any holding over by Tenant, and Landlord expressly reserves the right to require Tenant to vacate and deliver possession of the Premises to Landlord as provided in this Lease upon the expiration or other termination of this Lease. The provisions of this Article 16 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law. If Tenant holds over without Landlord's express written consent, and tenders payment of rent for any period beyond the expiration of the Lease Term by way of check (whether directly to Landlord, its agents, or to a lock box) or wire transfer, the cashing of such check or acceptance of such wire shall be considered inadvertent and not be construed as creating a month-to-month tenancy, provided Landlord refunds such payment to Tenant promptly upon learning that such check has been cashed or wire transfer received. Any holding over without Landlord's express written consent may compromise or otherwise affect Landlord's ability to enter into new leases with prospective tenants regarding the Premises. Therefore, if Tenant fails to vacate and deliver the Premises upon the termination or expiration of this Lease, in addition to any other Losses to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from and against all claims made by any succeeding tenant founded upon such failure to vacate and deliver, and any Losses suffered by Landlord, including lost profits, resulting from such failure to vacate and deliver. In addition, Tenant shall be liable for all damages (including attorneys' fees and expenses) of whatever type (including consequential damages) incurred by Landlord as a result of any holding over. Tenant agrees that any proceedings necessary to recover possession of the Premises, whether before or after expiration of the Lease Term, shall be considered an action to enforce the terms of this Lease for purposes of the awarding of any attorney's fees in connection therewith.

**ARTICLE 17**

**ESTOPPEL CERTIFICATES; FINANCIAL STATEMENTS**

17.1 **Estoppel Certificates.** Within ten (10) days following a request in writing by Landlord, Tenant shall execute, acknowledge and deliver to Landlord an estoppel certificate, which, as submitted by Landlord, shall be substantially in the form of Exhibit E, attached hereto (or such other form as may be required by any existing or prospective Mortgagee or purchaser of the Project, or any portion thereof), indicating therein any exceptions thereto that may exist at that time, and shall also contain any other information reasonably requested by Landlord or Mortgagee or prospective purchaser. Any such certificate may be relied upon by any existing or prospective Mortgagee or purchaser of all or any portion of the Project. Tenant shall execute and deliver whatever other instruments may be reasonably required for such purposes. Failure of Tenant to timely execute, acknowledge and deliver such estoppel certificate or other instruments shall constitute an acceptance of the Premises and an acknowledgment by Tenant that statements included in the estoppel certificate are true and correct, without exception.

17.2 **Financial Statements.** At any time during the Lease Term, Landlord may require Tenant to provide Landlord with current, year to date financial statements and financial statements of the two (2)

years prior to the current financial statement year. Such financial statements shall be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Tenant, shall be audited by an independent certified public accountant.

**ARTICLE 18**

**SUBORDINATION AND MORTGAGEES**

This Lease is and shall always be subject and subordinate to the lien of any mortgage, trust deed or other encumbrances (each, a "**Mortgage**") now or hereafter in force against the Building or Project or any part thereof, if any, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of such Mortgage. In the event any proceedings are brought for the foreclosure or termination of any such Mortgage, to attorn, without any deductions or set-offs whatsoever, to the holder or lessor of such Mortgage (the "**Mortgagee**") upon any such foreclosure or termination, if so requested to do so by such Mortgagee, and to recognize such Mortgagee as the lessor under this Lease, provided such Mortgagee shall agree to accept this Lease and not disturb Tenant's occupancy, so long as Tenant timely pays the Rent and observes and performs the terms of this Lease to be observed and performed by Tenant. Landlord's interest herein may be assigned as security at any time to any Mortgagee. This clause shall be self-operative and no further instrument of subordination shall be necessary. However, in confirmation of this subordination, Tenant shall, within five (5) days of request by Landlord, execute such further instruments or assurances as Landlord may reasonably deem necessary to evidence or confirm the subordination or superiority of this Lease to any such Mortgage. Tenant waives the provisions of any current or future statute, rule or law which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease and the obligations of the Tenant hereunder in the event of any foreclosure proceeding or sale. Should any current or prospective Mortgagee require a modification of this Lease, which modification will not cause an increased cost or expense to Tenant or in any other way materially and adversely change the rights and obligations of Tenant hereunder, then and in such event, this Lease may be so modified and Tenant shall execute whatever documents are reasonably required therefor and to deliver the same to Landlord within ten (10) days following a request therefor. Landlord's title is and always shall be paramount to the title of Tenant. Nothing herein contained shall empower Tenant to do any act which can, shall or may encumber the title of Landlord.

**ARTICLE 19**

**EVENTS OF DEFAULT; REMEDIES**

19.1 **Events of Default.** In addition to any other Events of Default specified elsewhere in this Lease, the occurrence of any of the following shall constitute an "**Event of Default**" by Tenant:

19.1.1 Any failure by Tenant to pay any Rent or any other charge required to be paid under this Lease, or any part thereof, when due; or

19.1.2 To the extent permitted by Applicable Laws, (i) Tenant or any guarantor of this Lease being placed into receivership or conservatorship, or becoming subject to similar proceedings under Federal or State law, or (ii) a general assignment by Tenant or any guarantor of this Lease for the benefit of creditors, or (iii) the taking of any corporate action in furtherance of bankruptcy or dissolution whether or not there exists any proceeding under an insolvency or bankruptcy law, or (iv) the filing by or against Tenant or any guarantor of any proceeding under an insolvency or bankruptcy law, unless in the case of such a proceeding filed against Tenant or any guarantor the same is dismissed within sixty (60) days, or (v) the appointment of a trustee or receiver to take possession of all or substantially all of the assets of Tenant or any guarantor, unless possession is restored to Tenant or such guarantor within thirty (30) days, or (vi) any execution or other judicially authorized seizure of all or substantially all of Tenant's assets located upon the Premises or of Tenant's interest in this Lease, unless such seizure is discharged within thirty (30) days; or

19.1.3 Abandonment or vacation of all or a substantial portion of the Premises by Tenant;  
or

19.1.4 The failure by Tenant to observe or perform according to the provisions of Articles 5, 14, 17 or 18 of this Lease or any provision of the Tenant Work Letter where, in each instance, such failure continues for more than three (3) days after notice from Landlord; or

19.1.5 Tenant's failure to occupy the Premises within ten (10) business days after the Lease Commencement Date; or

19.1.6 Except where a specific time period for Tenant's performance is otherwise expressly set forth in this Lease, in which event the failure to perform by Tenant within such time period

shall be an Event of Default by Tenant under this Section 19.1.6, any failure by Tenant to observe or perform any other provision, covenant or condition of this Lease to be observed or performed by Tenant where such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided that if the nature of such default is such that the same cannot reasonably be cured within a thirty (30) day period (or, as applicable, within the specific time period for Tenant's performance otherwise expressly set forth in this Lease), no Event of Default shall be deemed to have occurred under this Section 19.1.6 if Tenant diligently commences such cure within such period and thereafter diligently proceeds to rectify and cure such default, but in no event exceeding a period of time in excess of sixty (60) days after written notice thereof from Landlord to Tenant.

Any notices to be provided by Landlord under this Section 19.1 shall be in lieu of, and not in addition to, any notice required under Section 1161 et seq. of the Code of Civil Procedure, and may be served on Tenant in the manner allowed for service of notices under this Lease.

**19.2 Remedies Upon Event of Default.** Upon the occurrence of any Event of Default by Tenant, Landlord shall have, in addition to any other remedies available to Landlord at law or in equity (all of which remedies shall be distinct, separate and cumulative), the option to pursue any one or more of the following remedies (including, without limitation, during any eviction moratorium, to the extent not prohibited by Applicable Law), each and all of which shall be cumulative and nonexclusive, without any notice or demand whatsoever.

19.2.1 Landlord may, immediately or at any time thereafter (notwithstanding any license or waiver of any former breach or waiver of the benefit hereof, or consent in a former instance), and without further demand or notice, in person or by agent or attorney, enter the Premises or any part thereof and repossess the same as of its former estate, and/or, by written notice to Tenant, terminate Tenant's right to possession under this Lease without terminating this Lease or terminate this Lease, and in any such event expel Tenant and those claiming through or under it and remove their effects in compliance with applicable Laws without being deemed guilty of any manner of trespass and without prejudice to any remedy which might otherwise be used for arrears of Base Rent or Additional Rent or breach of covenant.

19.2.2 If, pursuant to Section 19.2.1, Landlord terminates Tenant's right of possession of the Premises without terminating this Lease, then Tenant shall pay to Landlord during the remainder of the Lease Term the Base Rent and Additional Rent in installments as and when the same become due and payable, subject to reduction by any rent actually received by Landlord as a result of a re-letting of the Premises (net of the reasonable and customary costs of re-letting, including, without limitation, tenant improvement allowances, renovation and remodeling costs, brokerage commissions and attorneys' fees, it being understood that any such re-letting may be for a period equal to or shorter or longer than the remaining Lease Term (collectively, "**Re-Letting Costs**"). Landlord shall exercise commercially reasonable efforts to re-let the Premises to mitigate damages, and Landlord may re-let the Premises or any part or parts thereof, either in the name of Landlord or otherwise for a term or terms which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the Lease Term and may grant concessions or free rent. The marketing of the Premises in a manner similar to the manner in which Landlord markets other premises within Landlord's control within the Building shall be deemed to have satisfied Landlord's obligation to use "reasonable efforts" hereunder. In no event shall Landlord be required to (i) solicit or entertain negotiations with any other prospective tenant for the Premises until Landlord obtains full and complete possession of the Premises (including, without limitation, the final and unappealable legal right to re-let the Premises free of any claim of Tenant), (ii) re-let the Premises before leasing other vacant space in the Building, or (iii) lease the Premises for a rental less than the current fair market rent then prevailing for similar space in the Building. The good faith failure of Landlord to re-let the Premises or any part or parts thereof, or, if the Premises are re-let, the good faith failure to collect the rents due under such re-letting, shall not release or affect Tenant's liability for damage so long as Landlord does not act arbitrarily or capriciously. Any suit brought to collect the amount of the deficiency for any month or other period shall not prejudice in any way the right of Landlord to collect the deficiency for any subsequent month or period by a similar proceeding. Landlord, at Landlord's option, may make such alterations, repairs, replacements and decorations on the Premises as Landlord in Landlord's sole but reasonable judgment considers advisable and necessary for the purpose of re-letting the Premises, and the making of such alterations or decorations shall not operate or be construed to release Tenant from liability hereunder.

19.2.3 If, pursuant to Section 19.2.1, Landlord terminates this Lease, Tenant shall forthwith pay to Landlord as damages, in addition to all sums which were due prior to the date of such termination, a sum equal to the amount by which the Base Rent and Additional Rent for the remainder of the Lease Term exceeds the fair rental value of the Premises for the remainder of the Lease Term, discounted to present value using a then market rate of interest as reasonably determined by Landlord and taking into account a reasonable time period during which the Premises shall be unoccupied, plus Re-Letting Costs. For the purposes of computing damages payable pursuant to this Section 19.2.3, the Additional Rent with respect to Direct Expenses for the remainder of the Lease Term will be assumed to be the product of such Additional Rent for the most recently ended fiscal, calendar or lease year, as the case

may be, times the number of years remaining of the Lease Term. For the purposes of this Article, if Landlord elects to require Tenant to pay liquidated damages in accordance with this Section 19.2.3 the total rent shall be computed by assuming the Tenant's Share of Direct Expenses under this Lease to increase at a rate of three percent (3%) per calendar year from the calendar year immediately preceding such termination of re-entry.

19.2.4 Any agreement for free, abated, or reduced Rent or other charges (including, without limitation, the Base Rent Abatement), any allowances or other rights of reimbursement granted to Tenant (for improvements, furniture, fixtures, equipment, moving costs, or otherwise), any other agreement for the giving or paying by Landlord to or for the benefit of Tenant of any monetary amounts, and any other bonus, inducement, or other consideration for Tenant entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**" shall be deemed conditioned upon Tenant's full and faithful performance of all of the terms of this Lease. Accordingly, upon the occurrence of any Event of Default, or if this Lease is terminated for any reason other than Landlord's breach of this Lease, in addition to all other rights and remedies of Landlord, at Landlord's sole option (which may be exercised by Landlord at any time following the occurrence of any Event of Default), any and all of the Inducement Provisions (as may be designated by Landlord) shall be deemed null and void and of no further force or effect, and any Rent, other charge, bonus, inducement, consideration, or other amount therefore abated, reduced, given or paid by Landlord under such Inducement Provision(s) shall be immediately due and payable by Tenant to Landlord, notwithstanding any subsequent cure of the applicable Event of Default. Alternatively, with respect to any Inducement Provision that is in the nature of an agreement for free, abated, or reduced Rent or other charges (including, without limitation, the Base Rent Abatement), Landlord shall have the right, in its sole and absolute discretion, to cause the dollar amount of the unapplied portion of any such Inducement Provision as of the Event of Default or termination, as the case may be, to be converted to a credit to be applied to the Base Rent applicable at the end of the Lease Term, in which event Tenant shall immediately be obligated to begin paying Base Rent for the Premises in full (without regard to the applicable Inducement Provision). The acceptance by Landlord of Rent or the cure of any Event of Default shall not be deemed a waiver by Landlord of its rights under this Section 19.2.3.

19.2.5 Landlord shall at all times have the rights and remedies (which shall be cumulative with each other and cumulative and in addition to those rights and remedies available above, or any law or other provision of this Lease), without prior demand or notice except as required by Applicable Laws, to seek any declaratory, injunctive or other equitable relief, and specifically enforce this Lease, or restrain or enjoin a violation or breach of any provision hereof.

19.3 **Subleases of Tenant.** Whether or not Landlord elects to terminate this Lease on account of Event of Default, Landlord shall have the right to terminate any and all subleases, licenses, concessions or other consensual arrangements for possession entered into by Tenant and affecting the Premises or may, in Landlord's sole discretion, succeed to Tenant's interest in such subleases, licenses, concessions or arrangements. In the event of Landlord's election to succeed to Tenant's interest in any such subleases, licenses, concessions or arrangements, Tenant shall, as of the date of notice by Landlord of such election, have no further right to or interest in the rent or other consideration receivable thereunder.

19.4 **Efforts to Relet.** No re-entry or repossession, repairs, maintenance, changes, alterations and additions, reletting, appointment of a receiver to protect Landlord's interests hereunder, or any other action or omission by Landlord shall be construed as an election by Landlord to terminate this Lease or Tenant's right to possession, or to accept a surrender of the Premises, nor shall same operate to release Tenant in whole or in part from any of Tenant's obligations hereunder, unless express written notice of such intention is sent by Landlord to Tenant. Tenant hereby irrevocably waives any right otherwise available under any law to redeem or reinstate this Lease.

19.5 **Landlord Default.** Notwithstanding anything to the contrary set forth in this Lease, Landlord shall be in default under this Lease only if Landlord fails to perform any of its obligations hereunder following the Lease Commencement Date and such failure continues for thirty (30) days after Tenant delivers to Landlord written notice specifying such failure; however, if such failure cannot reasonably be cured within such 30-day period, but Landlord commences to cure such failure within such 30-day period and thereafter diligently pursues the curing thereof to completion, then Landlord shall not be in default hereunder or liable for damages therefor. Except where the provisions of this Lease grant Tenant an express, exclusive remedy, or expressly deny Tenant a remedy, Tenant's exclusive remedy for Landlord's default under this Lease shall be limited to Tenant's actual direct, but not consequential, damages caused by such default; in each case, Landlord's liability or obligations with respect to any such remedy shall be limited as provided in Section 30.10 below. All obligations of Landlord under this Lease shall be construed as covenants, not conditions. Tenant hereby waives the benefit of any laws granting it the right to perform Landlord's obligations or the right to terminate this Lease or withhold Rent on account of any Landlord default. Without limiting the generality of the foregoing, Tenant hereby waives and agrees not to pursue or claim any excuse or offset to Tenant's obligations under this Lease based on the doctrines of impossibility, impracticality, frustration of contract, frustration of purpose, or other similar legal principals. Notwithstanding anything to the contrary set forth in this Lease, neither Landlord nor the Landlord Parties

shall be liable under any circumstances for injury or damage to, or interference with, Tenant's business, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, or any indirect, consequential, or punitive damages or any kind, in each case, however occurring (including, without limitation, in connection with or incidental to a failure to furnish any services or utilities, or any failure to perform any repair or maintenance obligations).

**ARTICLE 20**

**COVENANT OF QUIET ENJOYMENT**

Landlord covenants that Tenant, on paying the Rent, charges for services and other payments herein reserved and on keeping, observing and performing all the other terms, provisions and agreements herein contained on the part of Tenant to be kept, observed and performed, shall, during the Lease Term, peaceably and quietly have, hold and enjoy the Premises subject to the terms, provisions and agreements hereof without interference by any persons lawfully claiming by or through Landlord. The foregoing covenant is in lieu of any other covenant express or implied.

**ARTICLE 21**

**INTENTIONALLY OMITTED**

**ARTICLE 22**

**SUBSTITUTION OF OTHER PREMISES**

Landlord shall have the right to move and relocate Tenant to other space in the Building or Project that is comparable to the Premises, and all terms hereof shall apply to the new space with equal force. In such event, Landlord shall give Tenant no less than thirty (30) days prior written notice, and shall provide Tenant, at Landlord's sole cost and expense, with improvements at least equal in quality to those in the Premises and shall move Tenant's Property and effects to the new space at Landlord's sole cost and expense at such time and in such a manner so as to minimize inconvenience and disruption to Tenant's business. Concurrently with such relocation of the Premises, the parties shall execute an amendment to this Lease setting forth the relocation of the Premises.

**ARTICLE 23**

**SIGNS**

23.1 **Full Floors.** If the Premises comprise an entire floor of the Building, subject to Landlord's prior written approval, in its sole discretion, and provided all signs are in keeping with the quality, design and style of the Building and Project, Tenant, at its sole cost and expense, may install identification signage anywhere in the Premises (including, but not limited to, in the elevator lobby of the Premises), provided that such signs must not be visible from the exterior of the Building.

23.2 **Multi-Tenant Floors.** If other tenants occupy space on the floor of the Building on which the Premises is located, Tenant's identifying signage shall be provided by Landlord, at Tenant's cost, and such signage shall be comparable to that used by Landlord for other similar floors in the Building and shall comply with Landlord's Building standard signage program. Any subsequent changes to Tenant's identifying signage shall be at Tenant's sole cost and expense following Tenant's receipt of Landlord's consent thereto (which consent may be withheld in Landlord's reasonable discretion).

23.3 **Building Directory.** If a building directory is located in the lobby of the Building, Tenant shall have the right, at Tenant's sole cost and expense, to designate one (1) name strip on such directory. Any subsequent changes to Tenant's name strip shall be at Tenant's sole cost and expense following Tenant's receipt of Landlord's consent thereto (which consent may be withheld in Landlord's reasonable discretion).

23.4 **Prohibited Signage and Other Items.** Any signs, notices, logos, pictures, names or advertisements which are installed and that have not been separately approved by Landlord may be removed without notice by Landlord at the sole expense of Tenant. Tenant may not install any signs on the exterior or roof of the Project or in any Common Areas. Any signs, window coverings, or blinds (even if the same are located behind the Landlord-approved window coverings for the Building), or other items visible from the exterior of the Premises or Building, shall be subject to the prior approval of Landlord, in its sole discretion.

**ARTICLE 24**

**COMPLIANCE WITH LAW**

24.1 **Tenant's Compliance Obligations.** Tenant shall not do anything or suffer anything to be done in or about the Premises or the Project which will in any way conflict with any law, statute, ordinance or other rule, directive, order, regulation, guideline, or requirement of any governmental entity or governmental agency now in force or which may hereafter be enacted or promulgated (collectively, "**Applicable Laws**"). At its sole cost and expense, Tenant shall promptly comply with all Applicable Laws (including the making of any alterations to the Premises required by Applicable Laws) which relate to (i) Tenant's use of, or requirements to cease or reduce Tenant's business operations in or Tenant's use of, the Premises, (ii) Tenant's Repair Obligations, and (iii) Tenant's Insured Property. Should any standard or regulation now or hereafter be imposed on Landlord or Tenant by a state, federal or local governmental body charged with the establishment, regulation and enforcement of occupational, health or safety standards for employers, employees, landlords or tenants, then Tenant, at its sole cost and expense, shall comply promptly with such standards or regulations. The judgment of any court of competent jurisdiction or the admission of Tenant in any judicial action, regardless of whether Landlord is a party thereto, that Tenant has violated any of said governmental measures, shall be conclusive of that fact as between Landlord and Tenant.

24.2 **Landlord's Compliance Obligations.** Landlord shall comply with all Applicable Laws relating to Landlord's Repair Obligations and Landlord's Insured Property to the extent that Landlord's failure to comply therewith would prohibit Tenant from obtaining or maintaining a certificate of occupancy for the Premises allowing for general office use, or would unreasonably and materially affect the safety of Tenant's employees or create a significant health hazard for Tenant's employees. If any changes are required to areas of the Project that are subject to Landlord's Repair Obligations or Landlord's Insured Property as a result of Tenant's Alterations, the Tenant Improvements, or use of the Premises for non-general office use or Tenant's use of the Premises with an above-standard occupancy density, then Landlord shall make such changes at Tenant's sole cost and expense, including Landlord's standard supervision fee (or, at Landlord's election, Tenant shall not be permitted to proceed with the Alterations, Tenant Improvements, or use of the Premises that has or will trigger such changes). Landlord shall be permitted to include in Operating Expenses any costs or expenses incurred by Landlord under this Article 24 to the extent not prohibited by the terms of Article 4 above.

**ARTICLE 25**

**LATE CHARGES**

If any installment of Rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee when due, then Tenant shall pay to Landlord a late charge equal to five percent (5%) of the overdue amount plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay such amounts when due. The parties agree that such late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of such late payment by Tenant. The late charge shall be deemed Additional Rent and the right to require it shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as limiting Landlord's remedies in any manner. In addition to the late charge described above, any Rent or other amounts owing hereunder which are not paid within ten (10) days after the date they are due shall bear interest from the date when due until paid at an annual interest rate (the "**Interest Rate**") equal to the lesser of (i) the annual "**Bank Prime Loan**" rate cited in the Federal Reserve Statistical Release Publication H.15(519), published weekly (or such other comparable index as Landlord and Tenant shall reasonably agree upon if such rate ceases to be published), plus four (4) percentage points, and (ii) the highest rate permitted by Applicable Laws.

**ARTICLE 26**

**LANDLORD'S RIGHT TO CURE DEFAULT; PAYMENTS BY TENANT**

26.1 **Landlord's Cure.** All covenants and agreements to be kept or performed by Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any reduction of Rent, except to the extent, if any, otherwise expressly provided herein. If Tenant shall fail to perform any obligation under this Lease, and such failure shall continue in excess of the time allowed under Section 19.1.6 above, unless a specific time period is otherwise stated in this Lease, Landlord may, but shall not be obligated to, make any such payment or perform any such act on Tenant's part without waiving its rights based upon any default of Tenant and without releasing Tenant from any obligations hereunder. Landlord shall have the right to apply payments received from Tenant pursuant to this Lease, regardless of Tenant's designation of such payments, to satisfy any obligations of Tenant hereunder, in such order and amounts as Landlord, in its sole discretion, may elect.



26.2 **Tenant's Reimbursement.** Except as may be specifically provided to the contrary in this Lease, Tenant shall pay to Landlord, upon delivery by Landlord to Tenant of statements therefor: (i) sums equal to expenditures reasonably made and obligations incurred by Landlord in connection with the remedying by Landlord of Tenant's defaults pursuant to the provisions of Section 26.1; (ii) sums equal to all Losses referred to in Article 10 of this Lease; and (iii) sums equal to all expenditures made and obligations incurred by Landlord in collecting or attempting to collect the Rent or in enforcing or attempting to enforce any rights of Landlord under this Lease or pursuant to law, including, without limitation, all reasonable attorneys' fees, legal costs and other amounts so expended. Tenant's obligations under this Section 26.2 shall survive the expiration or sooner termination of the Lease Term.

**ARTICLE 27**

**ENTRY BY LANDLORD**

Landlord reserves the right at all reasonable times and upon at least twenty-four (24) hours prior notice to Tenant (except in the case of an emergency, in which case no prior notice is required) to enter the Premises to (i) inspect them; (ii) show the Premises to prospective purchasers, or to current or prospective Mortgagees or insurers, or during the last twelve (12) months of the Lease Term (or at any time during which Tenant is in monetary or material non-monetary default under this Lease), to prospective tenants; (iii) post notices of non-responsibility; or (iv) perform Landlord's Repair Obligations or Modifications. Notwithstanding anything to the contrary contained in this Article 27, Landlord may enter the Premises at any time without notice to (a) perform services required of Landlord, including janitorial service; (b) take possession due to any breach of this Lease in the manner provided herein; and (c) perform any covenants of Tenant which Tenant fails to perform. Landlord may make any such entries without the abatement of Rent, except as otherwise provided in this Lease, and may take such reasonable steps as required to accomplish the stated purposes; provided, however, any such entry (other than under (b) above) shall be performed in a manner so as not to unreasonably interfere with Tenant's use of the Premises and, except for (x) emergencies, or (y) repairs, alterations, improvements or additions required by Applicable Laws, shall be performed after normal business hours if reasonably practical. Tenant hereby waives any Losses for any injuries or inconvenience to or interference with Tenant's business, lost profits, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the above purposes, Landlord shall at all times have a key with which to unlock all the doors in the Premises, excluding Tenant's vaults, safes and special security areas designated in advance by Tenant. In an emergency, Landlord shall have the right to use any means that Landlord may deem proper to open the doors in and to the Premises. Any entry into the Premises by Landlord in the manner hereinbefore described shall not be deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an actual or constructive eviction of Tenant from any portion of the Premises.

**ARTICLE 28**

**TENANT PARKING AND TRANSPORTATION MANAGEMENT**

28.1 **Parking Passes.** Tenant shall have the right to request from Landlord, commencing on the Lease Commencement Date, up to the number of unreserved parking passes set forth in Section 9 of the Summary, which parking passes shall pertain to those certain parking facilities which from time to time may service the Project (the "**Parking Facilities**") and Landlord shall either provide such parking passes directly to Tenant under a separate agreement or, shall use commercially reasonable efforts to cause an operator of the Parking Facilities to enter into a separate agreement with Tenant to provide such passes. Tenant shall pay to Landlord (or Landlord's parking operator or other designee, as applicable) for all parking passes rented by Tenant on a monthly basis at the prevailing rates charged from time to time by Landlord at the Project. Notwithstanding the foregoing, the number of Tenant's unreserved parking passes allocated to Tenant under this Lease shall be free of charge for the initial Lease Term and the Option Term, if applicable (except that Tenant shall remain responsible for paying any parking taxes or other charges imposed by governmental authorities in connection with Tenant's use of such parking, as more particularly described below). In addition to any monthly fees charged by Landlord for Tenant's parking passes, Tenant shall be responsible for the full amount of any taxes imposed by any governmental authority in connection with the renting of such parking passes by Tenant or the use of the Parking Facilities by Tenant. The parking passes rented by Tenant pursuant to this Article 28 are provided to Tenant solely for use by Tenant's own personnel and such passes may not be transferred, assigned, subleased or otherwise alienated by Tenant (nor may parking passes be shared among Tenant's personnel or with any party other than the particular party to whom each such pass has been issued) without Landlord's prior approval.

28.2 **Use of Parking Facilities.** Tenant's continued right to use the Parking Facilities is conditioned upon Tenant abiding by all rules and regulations which are prescribed from time to time for the orderly operation and use of the Parking Facilities, including any sticker or other identification system applicable to the Parking Facilities, Tenant's cooperation in seeing that Tenant's employees and visitors comply with such rules and regulations and Tenant not being in default under this Lease. The Parking Facilities may, at any time, be subject to a program for valet assisted parking, tandem parking stalls, "stack"

parking, or other parking program within the Parking Facilities, the cost of which shall be included in Operating Expenses. Landlord may delegate its responsibilities hereunder to a parking operator in which case such parking operator shall have all the rights of control attributed hereby to the Landlord.

28.3 **Transportation Management.** Tenant shall fully comply with all present or future programs intended to manage parking, transportation or traffic in and around the Project, and in connection therewith, Tenant shall take responsible action for the transportation planning and management of all employees located at the Premises by working directly with Landlord, any governmental transportation management organization or any other transportation-related committees or entities.

## **ARTICLE 29**

### **MISCELLANEOUS PROVISIONS**

29.1 **Terms; Captions.** The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. The necessary grammatical changes required to make the provisions hereof apply either to corporations or partnerships or individuals, men or women, as the case may require, shall in all cases be assumed as though in each case fully expressed. The captions of Articles and Sections are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of such Articles and Sections.

29.2 **Binding Effect.** Subject to all other provisions of this Lease, each of the terms of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit not only of Landlord and of Tenant, but also of their respective heirs, personal representatives, successors or assigns, provided this clause shall not permit any assignment by Tenant contrary to the provisions of Article 14 of this Lease.

29.3 **No Air Rights.** No rights to any view or to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease. If at any time any windows of the Premises is temporarily darkened or the light or view therefrom is obstructed by reason of any repairs, improvements, maintenance or cleaning in or about the Project, the same shall be without liability to Landlord and without any reduction or diminution of Tenant's obligations under this Lease.

29.4 **Transfer of Landlord's Interest.** Landlord has the right to transfer all or any portion of its interest in the Project or Building and in this Lease, and in the event of any such transfer, (i) Landlord shall automatically be released from all liability under this Lease, (ii) Tenant shall look solely to such transferee for the performance of Landlord's obligations hereunder after the date of transfer, (iii) such transferee shall be deemed to have fully assumed and be liable for all obligations of this Lease to be performed by Landlord, including the return of any Security Deposit, and (iv) Tenant shall attorn to such transferee. Landlord may also assign its interest in this Lease to a Mortgagee as additional security, but such an assignment shall not release Landlord from its obligations hereunder and Tenant shall continue to look to Landlord for the performance of its obligations hereunder.

29.5 **Prohibition Against Recording or Publication.** Neither this Lease, nor any memorandum, affidavit or other writing with respect thereto, shall be recorded or otherwise published by Tenant or by anyone acting through, under or on behalf of Tenant.

29.6 **Relationship of Parties.** Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between Landlord and Tenant.

29.7 **Time of Essence.** Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

29.8 **Partial Invalidity.** If any term, provision or condition contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Lease shall be valid and enforceable to the fullest extent possible permitted by law.

29.9 **No Warranty.** In executing and delivering this Lease, Tenant has not relied on any representations, including, but not limited to, any representation as to the amount of any item included in Direct Expenses or the amount of Direct Expenses in the aggregate or that Landlord is furnishing the same services to other tenants, at all, on the same level or on the same basis, or any warranty or any statement of Landlord which is not set forth herein or in one or more of the exhibits attached hereto.

29.10 **Landlord Exculpation.** The liability of Landlord or the Landlord Parties to Tenant for any default by Landlord under this Lease or arising in connection herewith or with Landlord's operation, management, leasing, repair, renovation, alteration or any other matter relating to the Project or the

Premises shall be limited solely and exclusively to an amount which is equal to the lesser of (a) the interest of Landlord in the Building or (b) the equity interest Landlord would have in the Building if the Building were encumbered by third-party debt in an amount equal to eighty percent (80%) of the value of the Building (as such value is determined by Landlord), provided that in no event shall such liability extend to any sales or insurance proceeds received by Landlord or the Landlord Parties in connection with the Project, Building or Premises. Neither Landlord, nor any of the Landlord Parties shall have any personal liability therefor, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant. The limitations of liability contained in this Section 29.10 shall inure to the benefit of Landlord's and the Landlord Parties' present and future partners, beneficiaries, officers, directors, trustees, shareholders, agents and employees, and their respective partners, heirs, successors and assigns. Under no circumstances shall any present or future partner of Landlord (if Landlord is a partnership), or trustee or beneficiary (if Landlord or any partner of Landlord is a trust), have any liability for the performance of Landlord's obligations under this Lease.

**29.11 Entire Agreement.** It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Lease and this Lease constitutes the parties' entire agreement with respect to the leasing of the Premises and supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto (including, without limitation, any confidentiality agreement, letter of intent, request for proposal, or similar agreement previously entered into between Landlord and Tenant in anticipation of this Lease) or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. None of the terms of this Lease can be modified, deleted or added to except in writing signed by the parties hereto.

**29.12 Right to Lease.** Landlord reserves the absolute right to effect such other tenancies in the Project as Landlord in the exercise of its sole business judgment shall determine to best promote the interests of the Building or Project. Tenant does not rely on the fact, nor does Landlord represent, that any specific tenant or type or number of tenants shall, during the Lease Term, occupy any space in the Building or Project.

**29.13 Force Majeure.** Notwithstanding anything to the contrary contained in this Lease (but subject to the remaining terms of this Section 29.13), any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, Casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization (including, without limitation, any shelter-in-place orders, stay at home orders or any restrictions on travel related thereto that preclude Tenant, its agents, contractors or its employees from accessing the Premises, national or regional emergency), breaches in cybersecurity, and other causes beyond the reasonable control of the party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "**Force Majeure**"), shall excuse the performance of such party for a period of time equal to any such prevention, delay or stoppage. If this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure. Notwithstanding the foregoing or anything to the contrary contained in this Lease, in no event shall Force Majeure: (a) excuse Tenant's obligations to pay Rent and other charges due pursuant to this Lease, or (b) entitle either party to terminate this Lease, except as allowed pursuant to Articles 11 and 13 of this Lease, or (c) excuse Tenant's obligations under Articles 5 and 24 of this Lease or Section 10.3 of this Lease, or (d) extend the time period for Tenant to vacate the Premises following expiration of the Lease Term, or (e) excuse Tenant from paying for utilities whether to Landlord or a utility provider, (f) permit Tenant to interfere with other tenants and occupants at the Project or create or cause a nuisance or disturbance at the Project, or (g) extend the occurrence of the Lease Commencement Date. Without limiting the generality of the foregoing, Tenant agrees and acknowledges that (1) events of Force Majeure may limit, interfere with, or prevent Tenant for using the Premises, and from entering the Premises, (2) such potential interference, limitation, and prevention is foreseeable, and (3) no such limitations, interference or prevention shall constitute frustration of purpose, impossibility of performance, or impracticability of performance with respect to this Lease. Tenant's agreement to the terms of this Section 29.13 is material consideration for Landlord's agreement to enter into this Lease.

**29.14 Notices.** All notices, demands, statements or communications (collectively, "**Notices**") given or required to be given by either party to the other hereunder shall be in writing, shall be (i) delivered by a nationally recognized overnight courier, (ii) delivered by registered or certified mail, return receipt requested, or (iii) delivered personally. Any such Notice shall be delivered (a) to Tenant at the appropriate address set forth in Section 10 of the Summary, or to such other place as Tenant may from time to time designate in a Notice to Landlord; or (b) to Landlord at the addresses set forth in Section 11 of the Summary, or to such other firm or to such other place as Landlord may from time to time designate in a Notice to Tenant. Any Notice will be deemed given on the date of receipted delivery, of refusal to accept delivery,

or when delivery is first attempted but cannot be made due to a change of address for which no Notice was given. If Tenant is notified of the identity and address of any Mortgagee, Tenant shall give to such Mortgagee written notice of any default by Landlord under the terms of this Lease by registered or certified mail, and such Mortgagee shall be given a reasonable opportunity to cure such default prior to Tenant's exercising any remedy available to Tenant.

29.15 **Joint and Several.** If the "Tenant" under this Lease is comprised of more than one legal entity and/or persons, then the obligations imposed upon Tenant under this Lease shall be joint and several.

29.16 **Authority.** If Tenant is a corporation, trust, partnership, limited liability company or other legal entity, each individual executing this Lease on behalf of Tenant hereby represents and warrants that (i) Tenant is duly formed and in good standing in Tenant's state of organization, (ii) Tenant is qualified to do business in Tennessee, (iii) Tenant has full right and authority to execute and deliver this Lease, and (iv) each person signing on behalf of Tenant is authorized to do so. Tenant shall, within ten (10) days after Landlord's request, deliver to Landlord satisfactory written evidence of the truth and accuracy of the foregoing representations and warranties.

29.17 **Intentionally Omitted.**

29.18 **Governing Law.** This Lease shall be construed and enforced in accordance with the laws of the State of Tennessee.

29.19 **Submission of Lease.** Submission of this instrument for examination or signature by Tenant does not constitute a reservation of, option for or option to lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

29.20 **Brokers.** Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, excepting only the real estate brokers or agents specified in Section 12 of the Summary (the "**Brokers**"), and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Lease. Each party shall indemnify and defend the other party against and hold the other party harmless from and against any and all Losses with respect to any leasing commission or equivalent compensation alleged to be owing on account of any dealings with any real estate broker or agent, other than the Brokers, occurring by, through, or under the indemnifying party.

29.21 **Independent Covenants.** This Lease shall be construed as though the covenants herein between Landlord and Tenant are independent and not dependent and Tenant hereby expressly waives the benefit of any statute to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the Rent or other amounts owing hereunder against Landlord.

29.22 **Project or Building Name and Signage.** Landlord shall have the right at any time to change the address or name of the Project or Building and to install, affix and maintain any and all signs on the exterior and on the interior of the Project or Building as Landlord may, in Landlord's sole discretion, desire. Tenant shall not use the name of the Project or Building, or the name or logo of Landlord (or any of its affiliates), or use pictures or depictions of the Project or Building, in advertising or other publicity (including, without limitation, any websites or social media accounts) or for any purpose, without the prior written consent of Landlord. Notwithstanding the foregoing, Tenant may use the name of the Building and Project as an element of Tenant's address with respect to the business to be conducted by Tenant in the Premises.

29.23 **Intentionally Omitted.**

29.24 **Modifications.** During the Lease Term, Landlord may renovate, improve, alter, or modify (including temporary closures of the same) (collectively, the "**Modifications**") the Project, the Building and/or the Premises, including without limitation the Parking facilities, Common Areas, and/or Base Building, which Modifications may include, without limitation, (i) installing sprinklers in the interior Common Areas and leased spaces, (ii) modifying the Common Areas and leased spaces to comply with Applicable Laws, including regulations relating to the physically disabled, seismic conditions, and building safety and security, (iii) installing new floor covering, lighting, and wall coverings in the interior Common Areas, and (iv) re-striping or reconfiguring the Parking Facilities. In connection with any Modifications, Landlord may, among other things, erect scaffolding or other necessary structures at the Building, limit or eliminate access to portions of the Project, including portions of the Common Areas, or perform work in the Building, which work may create noise, dust or leave debris in the Building. Such Modifications and Landlord's actions in connection with such Modifications shall in no way constitute a constructive eviction of Tenant nor entitle Tenant to any abatement of Rent. Landlord shall have no responsibility or for any reason be liable to Tenant for any direct or indirect injury to or interference with Tenant's business arising from the Modifications, nor shall Tenant be entitled to any compensation or damages from Landlord for

loss of the use of the whole or any part of the Premises or of Tenant's personal property or improvements resulting from the Modifications or Landlord's actions in connection with such Modifications, or for any inconvenience or annoyance occasioned by such Modifications or Landlord's actions.

29.25 **No Violation.** Tenant hereby warrants and represents that neither its execution of nor performance under this Lease shall cause Tenant to be in violation of any agreement, instrument, contract, law, rule or regulation by which Tenant is bound, and Tenant shall protect, defend, indemnify and hold Landlord harmless from and against any Losses arising from Tenant's breach of this warranty and representation.

29.26 **Hazardous Materials.** Tenant: (i) except for Permitted Chemicals (as defined below), shall not cause or suffer to occur, the release, discharge, escape or emission of any Hazardous Materials at, upon, under or within the Project; (ii) shall not engage in activities at the Project that could result in, give rise to, or lead to the imposition of liability upon Tenant or Landlord or the creation of a lien upon the Project; (iii) shall notify Landlord promptly following receipt of any knowledge with respect to any actual release, discharge, escape or emission (whether past or present) of any Hazardous Materials at, upon, under or within the Premises; and (iv) shall promptly forward to Landlord copies of all orders, notices, permits, applications and other communications and reports in connection with any release, discharge, escape or emission of any Hazardous Materials at, upon, under or within the Premises or any contiguous or adjacent premises.

29.26.1 **Definitions.** "**Hazardous Material(s)**" shall mean any solid, liquid or gaseous substance or material that is described or characterized as a toxic or hazardous substance, waste, material, pollutant, contaminant or infectious waste, or any substance or material that in certain specified quantities would be injurious to the public health or welfare, or words of similar import, in any of the "Environmental Laws," as defined below, or any other words which are intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity or reproductive toxicity and includes, without limitation, asbestos, petroleum (including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel, or any mixture thereof), petroleum products, polychlorinated biphenyls, urea formaldehyde, radon gas, nuclear or radioactive matter, medical waste, soot, vapors, fumes, acids, alkalis, chemicals, microbial matters (such as molds, fungi or other bacterial matters), biological agents and chemicals which may cause adverse health effects, including but not limited to, cancers and /or toxicity. "**Environmental Laws**" shall mean any and all federal, state, local or quasi-governmental laws (whether under common law, statute or otherwise), ordinances, decrees, codes, rulings, awards, rules, regulations or guidance or policy documents now or hereafter enacted or promulgated and as amended from time to time, in any way relating to (i) the protection of the environment, the health and safety of persons (including employees), property or the public welfare from actual or potential release, discharge, escape or emission (whether past or present) of any Hazardous Materials or (ii) the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of any Hazardous Materials.

29.26.2 **Permitted Chemicals.** Notwithstanding the foregoing, Tenant may use, store and properly dispose of commonly available household cleaners and chemicals, in reasonable quantities, to maintain the Premises and Tenant's routine office operations (such as printer toner and copier toner) (collectively, the "**Permitted Chemicals**"). Any or all of the Permitted Chemicals described in this paragraph may constitute Hazardous Materials. However, Tenant may use, store and dispose of same, provided that in doing so, all Permitted Chemicals are stored, properly packaged and labeled, disposed of and/or used in accordance with applicable Environmental Laws, and provided that Tenant fully complies with all Environmental Laws and all of the terms of this Article 29 and of Article 24 above.

29.26.3 **Tenant Hazardous Materials.** On or before the Lease Commencement Date and on each annual anniversary of the Lease Commencement Date thereafter, as well as at any other time following Tenant's receipt of a reasonable request from Landlord, Tenant shall deliver to Landlord a list of all Hazardous Materials anticipated to be used by Tenant in the Premises and the quantities thereof. At any time following Tenant's receipt of a request from Landlord, Tenant shall promptly complete an "environmental questionnaire" using the form then-provided by Landlord.

29.26.4 **Indemnification.** To the maximum extent permitted under Tennessee law, Tenant shall indemnify, defend, protect and hold harmless the Landlord Parties from and against any Losses resulting directly or indirectly from any use, presence, removal or disposal of any Hazardous Materials or breach of any provision of this section, to the extent such Losses are a result of actions caused or permitted by Tenant or any Tenant Parties.

29.27 **No Discrimination.** Tenant covenants by and for itself, its heirs, executors, administrators, assigns, agents and employees, and all persons claiming under or through Tenant, and this Lease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, sex, age, religion, marital status, veteran's status, disability, ancestry or national origin in the leasing, subleasing, transferring, use, or

enjoyment of the Premises, nor shall Tenant itself, or any person claiming under or through Tenant, establish or permit such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees in the Premises.

**29.28 Prohibited Persons; Foreign Corrupt Practices Act and Anti-Money Laundering.** For purposes hereof, "**List**" shall mean the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation, and "**OFAC**" shall mean the Office of Foreign Assets Control, Department of the Treasury. Each party represents and warrants to the other that (i) each person owning a ten percent (10%) or greater direct interest in such party is (A) not currently identified on the List, and (B) is not a person with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States and (ii) each party has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. Each party shall comply with all requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect and shall use reasonable efforts to notify the other in writing if any of the foregoing representations, warranties or covenants are no longer true or have been breached or if such party has a reasonable basis to believe that they may no longer be true or have been breached. In addition, at the request of a party, the other party shall provide such information as may be requested by the requesting to determine the other party's compliance with the terms hereof.

**29.29 Storage Space.**

**29.29.1 In General.** Subject to the terms of this Section 29.29, commencing on the Lease Commencement Date and continuing until the expiration of the Lease Term, Tenant shall lease the Storage Space from Landlord. Except as expressly set forth in this Section 29.29, all of the terms, limitations and restrictions contained in this Lease pertaining to the Premises and Tenant's use thereof shall apply equally to the Storage Space and Tenant's use thereof, including, without limitation, Tenant's indemnity of Landlord set forth in Section 10.1, Tenant's insurance obligations set forth in Article 10, and Tenant's obligations to comply with law set forth in Article 24.

**29.29.2 Storage Rent.** During the term of Tenant's lease of the Storage Space, Tenant shall pay, as Additional Rent, annual rent for the Storage Space ("**Storage Rent**") in an amount initially equal to Five and 00/100 Dollars per rentable square foot of the Storage Space (i.e., Six Hundred Ninety and 00/100 Dollars (\$690.00) in total, and such Storage Rent shall increase by three percent (3%) annually concurrently with increases in Base Rent. Storage Rent shall be paid at the same time and in the same manner as Base Rent. If Tenant leases the Storage Space during the Option Term, during the Option Term, Tenant shall pay the prevailing rate charged by Landlord from time to time for comparable storage space in the Building.

**29.29.3 Condition of Storage Space.** The Storage Space shall be leased by Tenant in its existing, "as-is" condition, and Landlord shall have no obligation to provide or pay for any improvements with regard to the Storage Space. Tenant shall repair and maintain the Storage Space in good condition and in compliance with Applicable Laws. Further, Tenant shall be fully responsible for repairing any damage to the Storage Space resulting from or relating to Tenant's use thereof. Tenant shall give prompt notice to Landlord in case of fire or accidents in or about the Storage Space or of defects therein or in the fixtures or equipment related thereto. Tenant acknowledges and agrees that Landlord shall have no obligation to provide any security or utilities for the Storage Space.

**29.29.4 Other Terms.** Tenant shall comply with Landlord's reasonable rules and regulations from time to time promulgated with respect to the use of the Storage Space and shall at all times cause Tenant's use of the Storage Space to be in compliance with Applicable Laws. Tenant shall use the Storage Space solely for storage of items and/or equipment related to Permitted Use ("**Tenant's Equipment**"). Further, Tenant's use of the Storage Space shall at all times be consistent with the first class nature of the Project. Except to the extent resulting from Landlord's negligence or willful misconduct, Tenant shall indemnify, defend protect and hold Landlord harmless from and against any and all claims arising out of or in connection with Tenant's use of the Storage Space. In addition, Tenant's insurance obligations under the Lease shall pertain to Tenant's use of the Storage Space. Upon not less than thirty (30) days' notice to Tenant, Landlord shall have the right to relocate the Storage Space to reasonably comparably sized storage space, at Landlord's cost. Upon the expiration of the Storage Term, Tenant shall surrender the Storage Space to Landlord in the condition received (with all of Tenant's Equipment removed and all damage repaired).

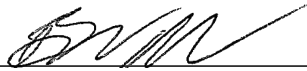
**29.30 Counterparts; Electronic Signatures.** This Lease may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Landlord and Tenant agree that (i) this Lease may be signed electronically, (ii) any electronic signatures on this Lease shall have the same validity, enforceability, and admissibility as handwritten signatures, and (iii) the electronic record of this signed Lease shall be legally binding to the same extent as a paper copy bearing handwritten signatures.

[SIGNATURES APPEAR ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the Effective Date set forth in Section 1 of the Summary.


"LANDLORD":


TRIMAC 401 CHURCH PROPERTY OWNER LLC,  
a Delaware limited liability company

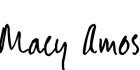
By:   
Name: Benjamin Mandell  
Its: Authorized Signatory

"TENANT":

THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY,  
a municipal government of the state of Tennessee,

By:   
Name: Abraham Wescott  
Its: \_\_\_\_\_

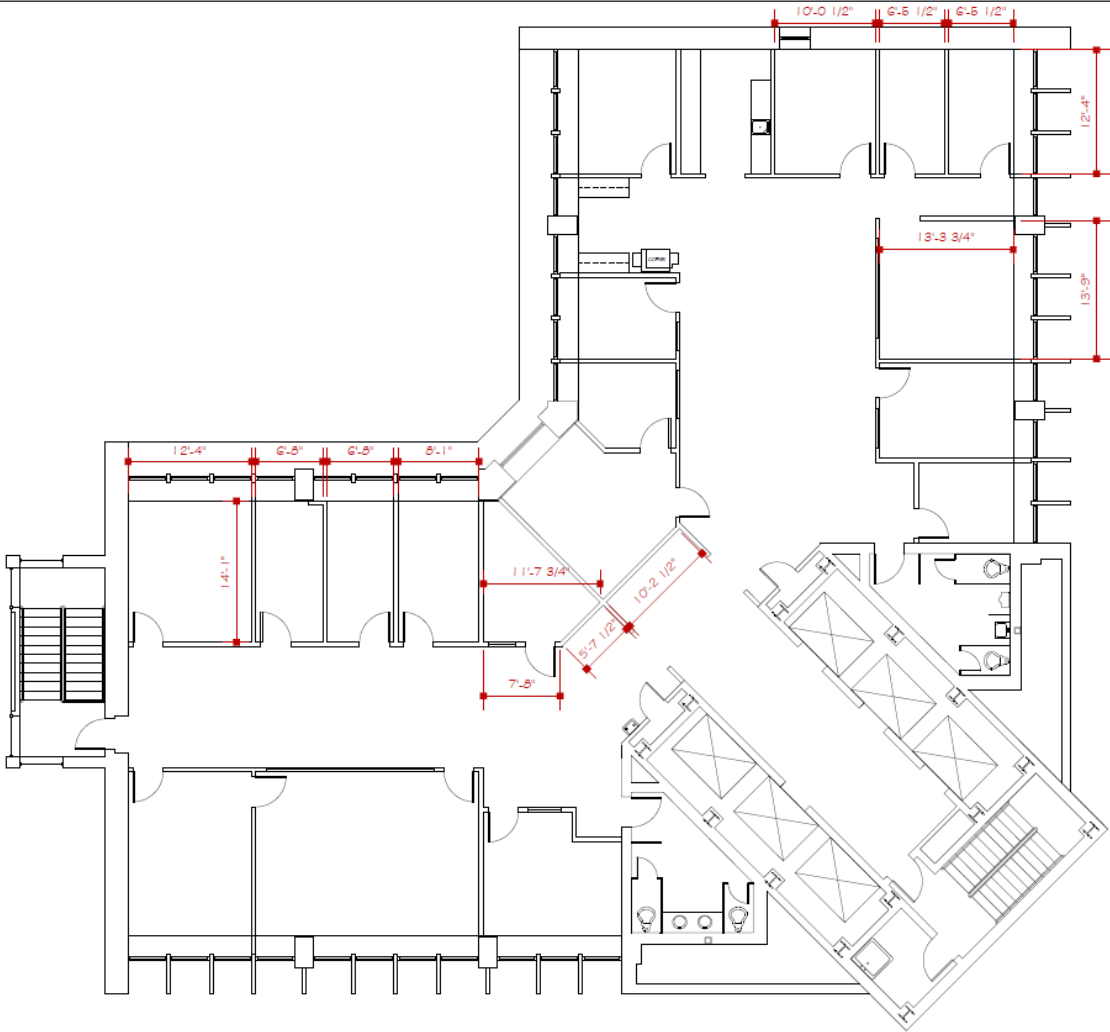
By:   
Name: Kevin Crumbo  
Its: \_\_\_\_\_

By:   
Name: Macy Amos  
Its: \_\_\_\_\_

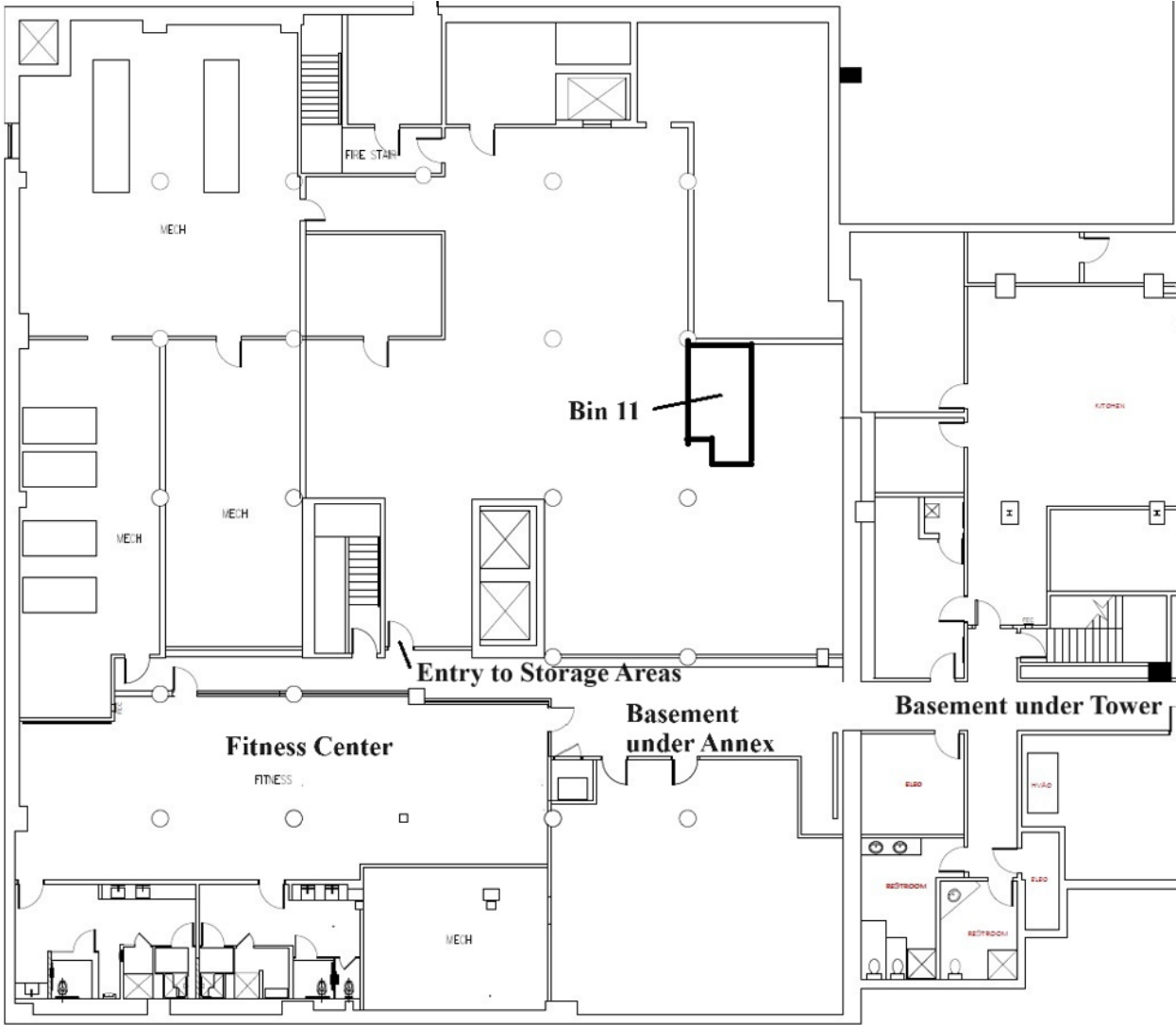
\* The individual(s) signing this Lease on behalf of Tenant above expressly acknowledge and hereby certify the accuracy of the representations and warranties set forth in Section 29.16 of this Lease.



**EXHIBIT A**  
**OUTLINE OF PREMISES**



**EXHIBIT A-1**  
**OUTLINE OF STORAGE SPACE**



**EXHIBIT B****WORK LETTER****Landlord-Build; Landlord-Controlled Design (Turn Key)**

This Tenant Work Letter shall set forth the terms and conditions relating to the construction of the Improvements (as defined below). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Lease.

**SECTION 1****POSSESSION; LANDLORD WORK**

1.1 Except as specifically set forth in this Tenant Work Letter and the Lease, Landlord shall tender possession of the Premises to Tenant in its existing "as-is" condition in accordance with the timing and other terms and conditions set forth in the Lease.

1.2 Notwithstanding the foregoing, Landlord shall replace the flooring and repaint the third (3<sup>rd</sup>) floor common corridor and restrooms, using Building standard methods, materials and finishes selected by Landlord. Such work is anticipated to be completed prior to the Lease Commencement Date, but failure to complete such work by any particular date shall not affect the occurrence of the Lease Commencement Date.

**SECTION 2****TENANT IMPROVEMENTS; CHANGE ORDERS**

2.1 **Tenant Improvements.** Landlord shall retain a general contractor selected by Landlord (the "**Contractor**") and cause the installation and/or construction of certain permanently affixed improvements in the Premises as identified on the "Working Drawings," as defined below (the "**Tenant Improvements**"). The term "**Approved Space Plan**" shall mean that certain space plan, a copy of which is attached hereto as **Schedule 1**, which Approved Space Plan has been approved by Landlord and Tenant. Landlord's architects and engineers shall complete all necessary architectural and engineering drawings for the Tenant Improvements (the "**Working Drawings**") (i) in a manner consistent with, and which are a natural and logical extension of, the Approved Space Plan, except for minor field changes and other changes that are required to comply with Applicable Laws, (ii) such that the Tenant Improvements are comprised of Building-standard materials, components and finishes (except for any non-Building standard or alternate materials, components or finishes that are expressly identified on the Approved Space Plan), and (iii) incorporating any "Change Orders," as defined in **Section 2.2** below, that have been expressly approved by Landlord after the date of the Lease in accordance with the terms of this Work Letter. Upon request, Tenant shall promptly supply the Landlord with a complete listing of all standard and non-standard equipment and specifications to be included in the Premises, including, without limitation, B.T.U. calculations, electrical requirements and special electrical receptacle requirements, as necessary for Landlord's architects and engineers to complete the Working Drawings. Tenant shall cooperate with Landlord, as necessary, in connection with the design and construction of the Tenant Improvements, including approving or disapproving any items that require Tenant's approval and providing necessary information, if any, within one (1) business day of Tenant's receipt of request therefor. Restoration and removal requirements with respect to the Tenant Improvements shall be governed by **Article 8** of the Lease. Responsibility for costs relating the design and construction of the Tenant Improvements, as between Landlord and Tenant, shall be governed by **Section 3** and the other provisions of this Work Letter.

The Metropolitan Government of Nashville and Davidson County

2.2 **Change Orders.** The term "**Change Order**" shall mean (i) any modification to the Approved Space Plan or Working Drawings, and/or (ii) any improvements or items that are not a natural and logical extension of the improvements depicted on the Approved Space Plan, that in each instance are requested by Tenant and approved by Landlord, in Landlord's sole discretion. Tenant shall deliver written notice (a "**Change Notice**") to Landlord requesting Landlord's approval of any Change Order desired to be made by Tenant, which notice shall set forth in detail the Change Order requested by Tenant. Landlord shall, following its receipt of any Change Notice, either, in Landlord's sole discretion, (A) approve such requested Change Order, or (B) disapprove such requested Change Order. Tenant hereby agrees that Landlord shall be entitled to a fee (the "**Change Fee**") payable by Tenant in connection with any Change Order in an amount equal to three percent (3%) of the total costs of the Change Order, in consideration for Landlord's coordination and supervision thereof. If Landlord approves of any Change Order request made by Tenant, Landlord shall provide Tenant with the estimated total cost of the Change Order (including, but not limited to, architectural and engineering fees, construction costs, applicable permit costs and the Change Fee) and the estimated number of days of Tenant Delay (as defined in Section 6 below) resulting from such Change Order. Tenant shall notify Landlord within three (3) days following receipt of the foregoing information from Landlord whether or not Tenant desires to implement the applicable Change Order. In the event any Change Orders are approved by Landlord and Tenant pursuant to the terms hereof, Landlord shall cause its architect and engineers to incorporate such Change Orders into the Working Drawings. Except as expressly set forth herein, any Change Orders approved by Landlord pursuant to the terms hereof shall otherwise be treated as Tenant Improvements for purposes of the Lease and this Work Letter.

### **SECTION 3**

#### **COSTS OF CONSTRUCTING TENANT IMPROVEMENTS**

Except as set forth in this Section 3 below, Landlord shall be solely responsible for the costs of constructing the Tenant Improvements. Notwithstanding the foregoing, Tenant shall be solely responsible for (i) the cost of any Change Orders, plus the corresponding Change Fees payable to Landlord, (ii) any non-Building standard materials, components or finishes or any items identified on the Approved Space Plan or Working Drawings as "alternates," "tenant cost alternates," or the like which are included in the Tenant Improvements, and (iii) any increased cost of the Tenant Improvements arising out of or caused by any "Tenant Delay", as defined in Section 6.2 below. Any costs for which Tenant is responsible pursuant to this Section 3 shall be paid by Tenant to Landlord within ten (10) days after demand is made therefor by Landlord from time to time. Any amounts required to be paid by Tenant may, at Landlord's election, be disbursed by Landlord prior to any Landlord-provided funds for the costs of construction of the Tenant Improvements. Notwithstanding any provision to the contrary contained in the Lease or this Work Letter, in no event shall Landlord be obligated to pay for (A) any moving costs or expenses related to Tenant's move-in or occupancy of the Premises, and/or (B) any costs or expenses associated with the purchase, installation or maintenance of any furniture (including, but not limited to, the cost of any reception desks, credenzas or chairs, whether identified on the Approved Space Plan or not), fixtures, equipment, art, cabling, audio/visual equipment, telecommunications systems, access controls, security systems and equipment, and/or signage related to Tenant's occupancy of the Premises (collectively, "**Tenant's FF&E**").

### **SECTION 4**

#### **CONTRACTOR'S WARRANTIES AND GUARANTIES**

Landlord hereby assigns to Tenant all warranties and guaranties by the Contractor relating to the Tenant Improvements, and Tenant hereby waives all claims against Landlord relating to or arising out of the design and construction of the Tenant Improvements.

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## **SECTION 5**

### **TENANT'S AGENTS**

Tenant hereby protects, defends, indemnifies and holds Landlord harmless for any loss, claims, damages or delays arising from the actions of any space planner, architect, vendor, contractor, subcontractor or consultant engaged by Tenant with respect to the Premises, if any.

## **SECTION 6**

### **SUBSTANTIAL COMPLETION OF THE TENANT IMPROVEMENTS**

6.1 **Substantial Completion of the Tenant Improvements.** For purposes of this Tenant Work Letter and the Lease, "Substantial Completion" of the Tenant Improvements shall occur upon the completion of construction of the Tenant Improvements pursuant to the Working Drawings, with the exception of any punch list items and any tenant fixtures, work-stations, built-in furniture, or equipment to be installed by Tenant.

6.2 **Delay of the Substantial Completion of the Tenant Improvements.** Except as provided in this Section 6.2, the Lease Commencement Date shall occur as set forth in the Lease and Section 6.1 of this Work Letter. If there shall be any delay(s) in the Substantial Completion of the Tenant Improvements as a direct, indirect, partial, or total result of any of the following (each, a "**Tenant Delay**"), then, notwithstanding anything to the contrary set forth in the Lease or this Tenant Work Letter and regardless of the actual date of the Substantial Completion of the Tenant Improvements, the Substantial Completion of the Tenant Improvements shall be deemed to be the date the Substantial Completion of the Tenant Improvements would have occurred if no such Tenant Delay(s) had occurred:

6.2.1 Tenant's failure to timely approve any matter requiring Tenant's approval;

6.2.2 A breach by Tenant of the terms of this Tenant Work Letter or the Lease;

6.2.3 Any Change Orders;

6.2.4 Tenant's requirement for materials, components, finishes or improvements which are not available in a commercially reasonable time given the anticipated date of Substantial Completion of the Tenant Improvements, as set forth in the Lease, or which are different from, or not included in, Landlord's Building standards;

6.2.5 Any failure by Tenant to timely pay any amounts required to be paid by Tenant pursuant to the terms of this Work Letter;

6.2.6 Tenant's failure to timely order and/or install any built-in furniture systems or other Tenant's FF&E; or

6.2.7 Any other acts or omissions of Tenant, or other Tenant Parties.

## **SECTION 7**

### **MISCELLANEOUS**

7.1 **Tenant's Entry into the Premises Prior to Substantial Completion.** Provided that Tenant and its agents do not interfere with the construction of the Tenant Improvements, Tenant shall have reasonable access to the Premises commencing on the date that Landlord estimates is three (3) days prior to the Substantial Completion of the Tenant Improvements for the purpose of installing Tenant's FF&E (including Tenant's data and telephone equipment) in the Premises; provided that such early access shall not be provided until such time that Landlord has reasonably determined that the condition of the Premises is safe for entry by Tenant and its vendors and that Tenant's activities will not interfere the construction of the Tenant Improvements. Prior to Tenant's entry into the Premises as permitted by the terms of this Section 7.1, Tenant shall (i) submit a schedule to Landlord and Contractor, for their approval, which schedule shall detail the timing and purpose of Tenant's entry and (ii) deliver to Landlord the policies or certificates evidencing Tenant's insurance as required under the terms of Section 10.3 of the Lease. In any event, Tenant shall use commercially reasonable efforts to commence installation of Tenant's FF&E within three (3) business days of Substantial Completion of the Tenant Improvements and thereafter diligently pursue the same to completion. Tenant's indemnity set forth in Section 10.1 of the Lease shall apply during any such period of early entry by Tenant.

7.2 **Tenant's Representative.** Tenant has designated Jill Fitchard (email: , phone: (615) 218-1110) as its sole representative with respect to the matters set forth in this Work Letter, who, until further notice to Landlord, shall have full authority and responsibility to act on behalf of the Tenant as required in this Work Letter.

7.3 **Landlord's Representative.** Landlord has designated Richard Fletcher (email: rdf@511group.com) as its sole representatives with respect to the matters set forth in this Work Letter, who, until further notice to Tenant, shall each have full authority and responsibility to act on behalf of the Landlord as required in this Tenant Work Letter.

7.4 **Tenant's Agents.** All subcontractors, laborers, materialmen, and suppliers retained directly by Tenant (if any) shall all be union unless otherwise approved by Landlord. Further, Tenant shall not use (and upon notice from Landlord shall cease using) contractors, services, workmen, labor, materials or equipment that, in Landlord's reasonable judgment, would disturb labor harmony with the workforce or trades engaged in performing other work, labor or services at the Project.

7.5 **Time is of the Essence.** Time is of the essence under this Tenant Work Letter. Unless otherwise indicated, all references herein to a "number of days" shall mean and refer to calendar days. In all instances where Tenant is required to approve or deliver an item, if no written notice of approval is given or the item is not delivered within the stated time period, Landlord may elect, at its sole option and without limiting any other right or remedies of Landlord under the Lease, to either (i) deem such item automatically approved or delivered by Tenant at the end of the stated time period, after which any succeeding time period shall then commence, or (ii) treat such failure as a Tenant Delay.

7.6 **Tenant's Default.** Notwithstanding any provision to the contrary contained in the Lease or this Tenant Work Letter, if any default by Tenant under the Lease or this Tenant Work Letter shall occur (including, without limitation, any failure by Tenant to timely fund any costs which are Tenant's responsibility hereunder), then, in addition to all other rights and remedies granted to Landlord pursuant to the Lease, (i) Landlord may, without any liability whatsoever, cause the cessation of construction of the Tenant Improvements (in which case, Tenant shall be responsible for any delay in the completion of the Tenant Improvements and any costs occasioned thereby), and (ii) all other obligations of Landlord under the terms of the Lease and this Tenant Work Letter shall be forgiven until such time as such default is cured pursuant to the terms of the Lease.

7.7 **Electronic Notice and Approvals.** Notwithstanding any provision to the contrary contained in the Lease or this Tenant Work Letter, Landlord and Tenant may transmit or otherwise deliver any of the notices and/or approvals required under this Tenant Work Letter via electronic mail to Tenant's and Landlord's respective representatives identified in Sections 7.2 and 7.3 of this Tenant Work Letter. The foregoing shall not preclude either party from sending any notices or approvals by any of the other means identified under the "Notices" provision of the Lease.

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SCHEDULE 1 TO EXHIBIT B

APPROVED SPACE PLAN

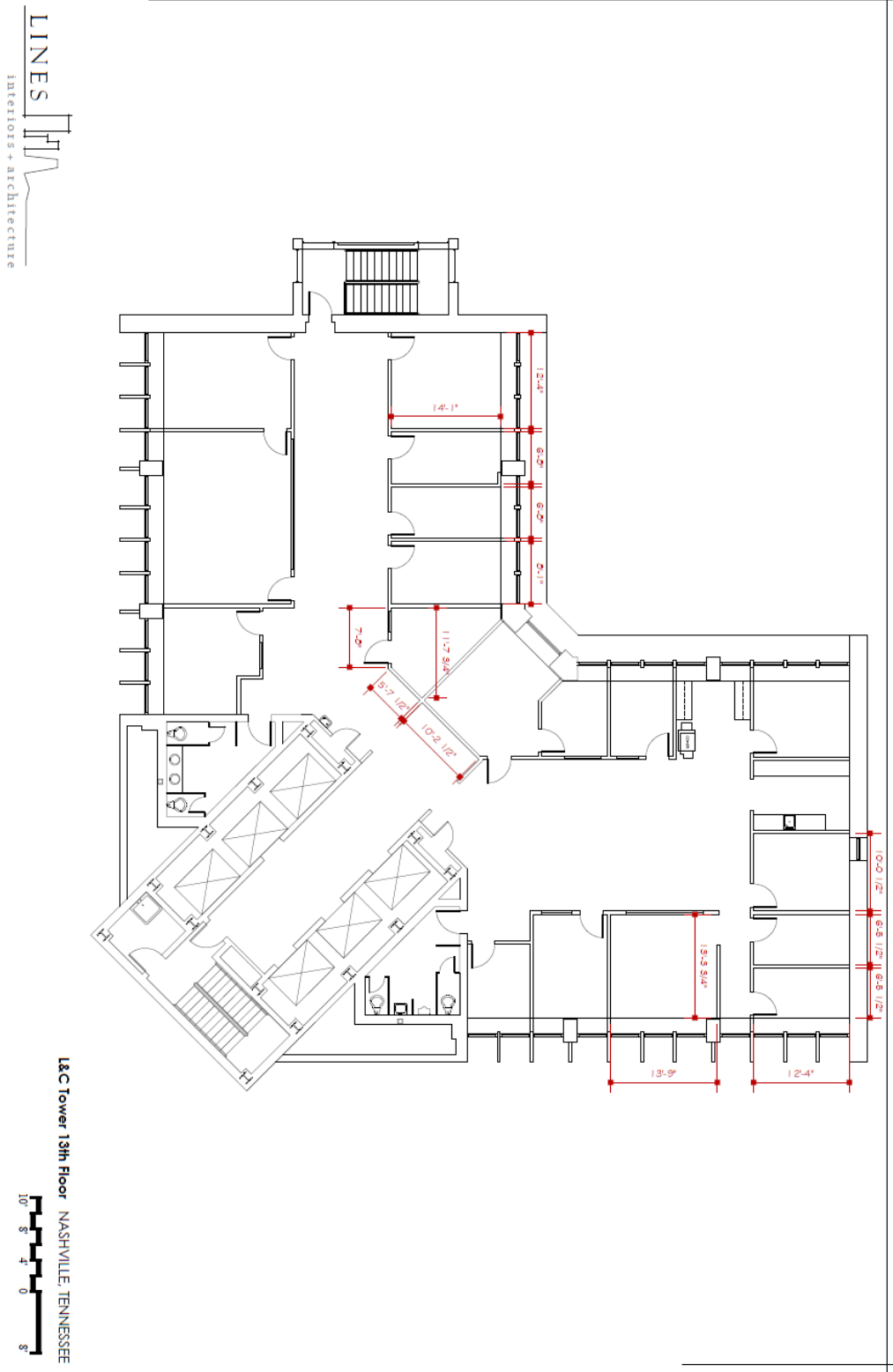




EXHIBIT C

NOTICE OF LEASE TERM DATES

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: Office Lease dated \_\_\_\_\_, 20\_\_ (the "**Lease**"), by and between  
\_\_\_\_\_, a \_\_\_\_\_ ("**Landlord**"), and  
\_\_\_\_\_, a \_\_\_\_\_ ("**Tenant**"), for  
\_\_\_\_\_ rentable square feet of space commonly known as Suite \_\_\_\_\_ (the  
"**Premises**"), located on the \_\_\_\_\_ (\_\_\_\_) floor of that certain office building located at  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (the  
"**Building**").

Dear \_\_\_\_\_:

Notwithstanding any provision to the contrary contained in the Lease, this letter is to confirm and agree upon the following:

- 1. Tenant has accepted the above-referenced Premises as being delivered in accordance with the Lease, and there is no deficiency in construction.
- 2. The Lease Term shall commence on or has commenced on \_\_\_\_\_ and will expire on \_\_\_\_\_.
- 3. Rent commenced to accrue on \_\_\_\_\_, and is payable in accordance with the following schedule:  
  
[[INSERT BASE RENT SCHEDULE WITH HARD DATES]]
- 4. If the Lease Commencement Date is other than the first day of the month, the first billing will contain a pro rata adjustment. Each billing thereafter shall be for the full amount of the monthly installment as provided for in the Lease.
- 5. Your rent payments shall be made in accordance with the Lease, subject to any instructions as may be provided by Landlord under separate cover.
- 6. The Premises contains \_\_\_\_\_ rentable square feet.
- 7. Tenant's Share of Direct Expenses with respect to the Premises is \_\_\_\_\_ % of the Project.
- 8. Capitalized terms used herein that are defined in the Lease shall have the same meaning when used herein. Tenant confirms that the Lease has not been modified or altered except as set forth herein, and the Lease is in full force and effect. To each party's actual knowledge, neither party is in default or violation of any covenant, provision, obligation, agreement or condition in the Lease.

If the provisions of this letter correctly set forth our understanding, please so acknowledge by signing at the place provided below on the enclosed copy of this letter and returning the same to Landlord. This letter may be signed and/or transmitted electronically using e-mail (with a .pdf attachment) or electronic signature technology (e.g., DocuSign or similar technologies), and such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature.

"LANDLORD":

TRIMAC 401 CHURCH PROPERTY OWNER LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

AGREED TO AND ACCEPTED  
AS OF \_\_\_\_\_, 20\_\_:

"TENANT":

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT D****RULES AND REGULATIONS**

1. The Common Areas shall not be obstructed by any of the tenants or used by them for any purpose other than for ingress to and egress from their respective premises. The Common Areas are not for the general public, and Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation, and interest of the Project and its tenants; provided that nothing herein contained shall be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities.
2. No cooking shall be done or permitted on the Premises except that private use by Tenant of approved microwave ovens, equipment for brewing coffee, tea, hot chocolate, and similar beverages shall be permitted, provided that such use is in accordance with Applicable Laws. In no event may any space heaters or similar devices be used within the Premises.
3. Except as may be expressly permitted in the Lease, no animals (except for Service Animals) shall be brought or kept in the Premises or the Project.
4. Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Project (or any portion thereof) of any person in the case of invasion, mob, riot, public excitement, or other circumstances rendering such action advisable in Landlord's opinion. Landlord reserves the right to prevent access to the Project (or particular portions thereof) during the continuance of the same by such action as Landlord may deem appropriate, including, but not limited to, closing or locking doors, closing off parking garage access, locking elevator access, and/or boarding up windows or exterior areas.
5. No curtains, draperies, blinds, shutters, shades, screens, or other coverings, hangings, or decorations shall be attached to, hung, or placed in, or used in connection with, any window of the Project unless approved in writing by Landlord.
6. Tenant shall ensure that all water faucets, water apparatus, and utilities are shut off before Tenant or Tenant's employees leave the Premises so as to prevent waste or damage. For any failure or carelessness in this regard, Tenant shall make good all injuries sustained by other tenants or occupants of the Project or Landlord.
7. The toilet rooms, toilets, urinals, wash bowls, and other apparatus shall not be used for any purpose other than that for which they are constructed, no foreign substance of any kind whatsoever shall be thrown therein, and the expense of any breakage, stoppage, or damage to the portions of the sewer line that are Landlord's responsibility, if any, resulting from the violation of this rule shall be borne by the tenants who, or whose employees or invitee, shall have caused it.
8. No tenant shall install any radio or television antenna, loudspeaker, or other device on the roof or exterior walls of the Project. No TV or radio or recorder shall be played in such a manner as to cause a nuisance to any other tenant.
9. No material shall be placed in the trash bins or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the locale without being in violation of any law or ordinance governing such disposal. Tenant shall not overload or cause to be overloaded the trash bins or trash container areas. Landlord shall have the right to charge Tenant for any extra trash removal necessitated by extraordinary trash volume from the Premises. Each tenant shall comply with all Applicable Laws regarding recycling or with Landlord's recycling policy as part of Landlord's sustainability practices if more stringent than Applicable Laws.
10. Canvassing, soliciting, distribution of handbills, or any other written material and peddling in the Project are prohibited, and each tenant shall cooperate to prevent the same.
11. Except in a case of emergency, the requirements of tenants will be attended to only upon application in writing at the office of the Project or by e-mail transmitted to the office of the Project manager (or pursuant to such particular system or method of communication as may be established by Landlord from time to time). Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord.
12. No furniture, freight or equipment of any kind shall be brought into the Building without prior notice to Landlord. All moving activity into or out of the Building shall be scheduled with Landlord and done only at such time and in such manner as Landlord designates. Landlord shall have the

right to prescribe the weight, size and position of all safes and other heavy property brought into the Building and also the times and manner of moving the same in and out of the Building. Safes and other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property in any case. Any damage to any part of the Building, its contents, occupants or visitors by moving or maintaining any such safe or other property shall be the sole responsibility and expense of Tenant.

- 13. Tenant shall not conduct in or about the Project any auction, public or private, without the prior written approval of Landlord.
- 14. Tenant shall not cause improper noises, vibrations, or odors within the Project.
- 15. Tenant shall not mark, paint, drill into, cut, string wires within, or in any way deface any part of the Project, without the prior consent of Landlord, and as Landlord may direct.
- 16. Tenant will not place objects on windowsills or otherwise obstruct the exterior wall window covering.
- 17. Tenant will keep all fire doors and all smoke doors closed at all times.
- 18. Tenant shall not use any portion of the Premises for lodging.
- 19. Landlord reserves the right to exclude or expel from the Project any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs.
- 20. Tenant shall not ride, park or lock any bicycle, motor driven cycle, powered scooter or other vehicles in, on or about the Premises, Building or Project except in those areas specifically designated by Landlord.
- 21. This is a non-smoking facility. Smoking, vaping and use of electronic cigarettes is prohibited within the confines of the Project.
- 22. Tenant shall comply with all safety, fire protection, and evacuation procedures and regulations established by Landlord or any governmental agency.
- 23. Tenant shall comply with any additional rules and regulations implemented from time to time by Landlord based upon guidelines, rules and regulations provided by the Center for Disease Control (CDC), Building Owners and Managers Association International (BOMA), Occupational Health Standards Association ("OSHA") and others. To the extent the guidelines, rules and regulations promulgated and developed by the CDC, OSHA, BOMA and other applicable organizations (collectively, "Guidelines") or any Applicable Laws conflict with these Rules and Regulations or provide more stringent requirements than these Rules and Regulations, the Guidelines and Applicable Laws shall apply.

RULES AND REGULATIONS FOR BALCONIES AND TERRACES

- 1. All items installed for use on any balcony or terrace (furniture, trash receptacles, landscaping, etc.) shall be securely fastened or heavy enough to withstand wind load. Cushions must be securely attached to furniture.
- 2. Installation of umbrellas, awnings, flags, or banners which are capable of being blown from any balcony or terrace is strictly prohibited.
- 3. Flammable, toxic or otherwise Hazardous Materials are prohibited. Tenant may only place fire pits and heaters that are permitted under Code, and may not utilize any items that use charcoal, propane or another portable fuel source. Subject to compliance with Code, the foregoing restriction does not prohibit the temporary use of warming equipment for food as required in conjunction with catered business functions, however, no cooking is allowed on the balconies or terraces.
- 4. No items can be affixed, hung, or mounted to the perimeter glass. Standing or sitting on the perimeter ledges, base building planters, and/or structural barriers or elements is strictly prohibited.
- 5. Smoking cigarettes, pipes, cigars, or e-cigarettes or other similar electronic products on the balconies or terraces is prohibited.
- 6. No throwing, tossing or hanging of items over the side of the balconies or terraces. Games that include throwing or hitting an object are strictly prohibited.

7. Use of music, recorded or live, and amplified voice devices shall be limited to not disturb other occupants or tenants in the Building.
8. The balconies and terraces shall be used solely for (i) employee leisure space, including the consumption of food and beverages, (ii) business and social functions for Tenant and the Tenant Parties in the nature of special events being held at Tenant's sole expense, and (iii) other purposes relating to Tenant's business in the Premises.
9. Tenant shall provide appropriate supervision and security for use of any balcony or terrace.
10. Tenant agrees to control the number of people having access to any particular balcony or terrace, to ensure safety, and to avoid any disruptive or dangerous behavior. The number of occupants shall not exceed any posted value allowed by Code.
11. Tenant shall be responsible for any damage to the roof which may be caused (whether by Tenant or by any other Tenant Parties) by Tenant's use of any balcony or terrace.
12. Tenant agrees to maintain all of Tenant's furniture and property placed on or about any balcony or terrace in satisfactory condition as to appearance and safety, replacing the same from time to time as consistent with and appropriate for the first-class nature of the Building. Tenant agrees to keep the balconies and terraces free of all trash or waste materials.
13. Tenant shall provide Landlord with prior notice of any maintenance or repair of any balcony or terrace and coordinate such work with Landlord in order to avoid voiding or otherwise adversely affecting any warranties granted to Landlord (including, without limitation, any warranties with respect to the roof, perimeter glass, balcony deck coats, or lighting). Unless otherwise required or approved in advance by Landlord, Tenant, at its sole cost and expense, shall retain any contractor having a then existing warranty in effect to perform such work (to the extent that such warranty may be impacted in connection with any such work).

#### PARKING RULES AND REGULATIONS

1. Every parker is required to park and lock his/her own vehicle. All responsibility for damage to or loss of vehicles is assumed by the parker and Landlord shall not be responsible for any such damage or loss by water, fire, defective brakes, the act or omissions of others, theft, or for any other cause.
2. Tenant and its employees shall only park in the parking structure on the level(s) of the Parking Facilities designated by Landlord. Tenant, Tenant's customers, invitees and its employees shall not park in the portions of Parking Facilities which are reserved for specific tenants and invitees of the Project, or in any other parking areas that may be designated by Landlord from time to time.
3. Parking is prohibited: (a) in areas not striped for parking; (b) in aisles; (c) where "no parking" signs are posted; (d) on ramps; (e) in cross-hatched areas; and (f) in reserved spaces and in such other areas as may be designated by Landlord.
4. Washing, waxing, cleaning or servicing of any vehicle in any area not specifically reserved for such purpose is prohibited.
5. The Parking Facilities shall not be used for overnight parking of vehicles of any type, nor shall the Parking Facilities be used for the storage of vehicles of any type.
6. Landlord may refuse to permit any person who violates these rules to park in the Parking Facilities, and any violation of the rules shall subject the vehicle owner to one (1) warning and thereafter the vehicle shall be subject to removal, at such vehicle owner's expense, except that a violation of rules 3 or 4 shall be subject to the immediate removal of the vehicle without warning, at such vehicle owner's expense.

Tenant shall be responsible for the observance of the foregoing Rules and Regulations by Tenant's employees, agents, clients, customers, invitees, guests, visitors and all other Tenant Parties. Landlord reserves the right to exclude or expel from the Project any person who acts in violation of these Rules and Regulations, as the same may be amended. Provided Landlord acts in good faith pursuant to sound operating procedures, Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Project. In the event of any conflict or inconsistency between the foregoing Rules and Regulations and the Lease, the express terms of the Lease shall control.

**EXHIBIT E**

**FORM OF TENANT'S ESTOPPEL CERTIFICATE**

\_\_\_\_\_ ("**Tenant**") hereby certifies as follows with respect to that certain Office Lease dated as of \_\_\_\_\_ (the "**Lease**") by and between \_\_\_\_\_ ("**Landlord**"), and Tenant for certain premises (the "**Premises**") located on the \_\_\_\_\_ floor(s) of the office building located at \_\_\_\_\_, \_\_\_\_\_, Tennessee (the "**Building**"):

1. Attached hereto as Exhibit A is a true and correct copy of the Lease and all amendments and modifications thereto. The Lease is in full force and effect and has not been modified, supplemented or amended in any way except as provided in Exhibit A.

2. Tenant currently occupies the Premises described in the Lease, the Lease Term commenced on \_\_\_\_\_, and the Lease Term expires on \_\_\_\_\_, and Tenant has no option to terminate or cancel the Lease or to purchase all or any part of the Premises, the Building and/or the Project.

3. Base Rent became payable on \_\_\_\_\_.

4. Tenant has not transferred, assigned, or sublet any portion of the Premises nor entered into any license or concession agreements with respect thereto except as follows:\_\_\_\_\_.

5. Tenant shall not modify the documents contained in Exhibit A without the prior written consent of Landlord's mortgagee.

6. All monthly installments of Base Rent, all Direct Expenses and all monthly installments of estimated Direct Expenses due under the Lease have been paid when due through \_\_\_\_\_. The current monthly installment of Base Rent is \$ \_\_\_\_\_.

7. All conditions of the Lease to be performed by Landlord necessary to the enforceability of the Lease have been satisfied and Landlord is not in default thereunder. In addition, Tenant has not delivered any notice to Landlord regarding a default by Landlord thereunder.

8. No rental has been paid more than thirty (30) days in advance and no security has been deposited with Landlord, except as provided in the Lease.

9. As of the date hereof, there are no existing defenses or offsets, or, to the undersigned's knowledge, claims or any basis for a claim, that Tenant has against Landlord.

10. If Tenant is a corporation, partnership, limited liability company or other legal entity, each individual executing this Estoppel Certificate on behalf of Tenant hereby represents and warrants that (i) Tenant is a duly formed and existing entity qualified to do business in Tennessee, (ii) Tenant has full right and authority to execute and deliver this Estoppel Certificate and (iii) each person signing on behalf of Tenant is authorized to do so.

11. There are no actions pending against Tenant under the bankruptcy or similar laws of the United States or any state.

12. Other than in compliance with all applicable laws and incidental to the ordinary course of the use of the Premises, Tenant has not used or stored any hazardous materials or substances in the Premises.

13. To the undersigned's knowledge, all improvement work to be performed by Landlord under the Lease has been completed in accordance with the Lease and has been accepted by Tenant and all reimbursements and allowances due to Tenant under the Lease in connection with any improvement work have been paid in full.

The undersigned acknowledges that this Estoppel Certificate may be delivered to Landlord or to a prospective mortgagee or prospective purchaser, and acknowledges that said prospective mortgagee or prospective purchaser will be relying upon the statements contained herein in making the loan or acquiring the property of which the Premises is a part and that receipt by it of this certificate is a condition of making such loan or acquiring such property.

Executed at \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**"TENANT":**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_

Name:\_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Name:\_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT F****EXTENSION OPTION(S)**

1. **Option Right.** Upon the proper exercise of any Extension Option in accordance with the provisions of this **Exhibit F**, the Lease Term shall be extended for the applicable Option Term. Landlord shall have the right to require Tenant to provide new and/or additional security in the form of a cash security deposit and/or letter of credit, in amounts reasonably determined by Landlord, based upon Landlord's review of Tenant's financial information (and in connection therewith, Tenant shall provide the financial information referenced in Section 17.2 of this Lease within ten (10) business days of Landlord's request) if (i) there has been a material adverse change in Tenant's financial condition as compared to Tenant's financial condition as of the Effective Date, (ii) Tenant's receipt of a Renewal Allowance or other economic concessions during the Option Term, (iii) Tenant's construction, or contemplated construction, of Tenant Improvements or Alterations that have above-standard demolition and removal costs, and which Tenant is obligated to remove upon expiration of the Lease Term, (iv) Tenant is involved in a lawsuit, or any other situation exists, that Landlord reasonably believes could materially impair Tenant's ability to perform its obligations under this Lease, or (v) based on Landlord's review of financial security then generally being imposed in Comparable Transactions from tenants of comparable financial condition and credit history, as compared to the then existing financial condition and credit history of Tenant (and giving reasonable consideration to Tenant's prior performance history during the Lease Term).

2. **Option Rent.** The Rent payable by Tenant during the Option Term (the "**Option Rent**") shall be equal to the Market Rent (as defined below), as derived from an analysis of the Net Equivalent Lease Rates (as defined below) of the Comparable Transactions (as defined below). The "**Market Rent**" shall be equal to the annual rent per rentable square foot, at which tenants, are, pursuant to transactions consummated within twelve (12) months prior to the commencement of the Option Term, leasing non-sublease, non-encumbered space comparable in location and quality to the Premises containing a square footage comparable to that of the Premises for a term comparable to the Option Term, in an arm's-length transaction, which comparable space is located in the Project (transactions satisfying the foregoing criteria shall be known as the "**Comparable Transactions**"). The terms of the Comparable Transactions shall take into consideration only the following terms and concessions: (i) the rental rate and escalations, (ii) the amount of parking rent per parking pass paid, if any, as compared to the fact that parking passes will be provided to Tenant at no charge during the Option Term, (iii) operating expense and tax protection granted, such as a base year or expense stop, but the base rent for each Comparable Transaction shall be adjusted to a triple net base rent using reasonable estimates of operating expenses and taxes as determined by Landlord for each such Comparable Transaction; (iv) rental abatement concessions, if any, being granted such tenants, (v) any Renewal Allowance (as defined below), to be provided by Landlord in connection with the Option Term as compared to the improvements or allowances provided or to be provided in the Comparable Transactions, taking into account the contributory value of the existing improvements in the Premises, such value to be based upon the age, design, quality of finishes, and layout of the existing improvements, and (vi) all other monetary concessions, if any, being granted such tenants in connection with such Comparable Transactions. Notwithstanding any contrary provision hereof, in determining the Market Rent, no consideration shall be given to (a) any period of rental abatement, if any, granted to tenants in Comparable Transactions in connection with the design, permitting and construction of improvements, or (b) any commission paid or not paid in connection with such Comparable Transaction. In no event shall the Market Rent be less than the Rent in effect for the immediately preceding Term.

2.1 **Comparable Buildings.** The term "**Comparable Buildings**" shall mean first-class multi-tenant occupancy mixed-use buildings which are comparable to the Project in terms of age (based upon the date of completion of construction or major renovation), institutional ownership, quality of construction, and size and are located in the CBD Nashville submarket.

2.2 **Adjustments to Market Rent.** The Market Rent in Comparable Transactions, when compared to the Market Rent for the Premises, shall be adjusted for the following factors (to the extent such factors normally affect the rent received by the landlord of the Comparable Buildings) to reflect the existence or non-existence of such factors: (i) the stated size of the Premises based upon the standards of measurement to be utilized during the Option Term, as compared to the standards of measurement utilized during the Comparable Transactions; (ii) any changes in the Market Rent following the date of any particular Comparable Transaction up to the date of the commencement of the applicable Option Term; (iii) rights granted to Tenant for storage, parking, and other rights of Tenant as compared to such rights, if any, granted to the tenants in Comparable Transactions; and (iv) the differences between the Building and the Comparable Buildings in terms of: (a) level of LEED certification; (b) raised floor base building systems; (c) proximity to mass transit and freeway entrances and exits; (d) exterior amenity areas; and (e) amount and type of parking available.

2.3 **Net Equivalent Lease Rate.** In order to analyze the Comparable Transactions based on the factors to be considered in calculating Market Rent, and given that the Comparable Transactions may vary in terms of length of term, rental rate, concessions, etc., the following steps shall be



taken into consideration to "adjust" the objective data from each of the Comparable Transactions. By taking this approach, a net equivalent lease rate for each of the Comparable Transactions shall be determined using the following steps to adjust the Comparable Transactions, which will allow for an "apples to apples" comparison of the Comparable Transactions.

2.3.1. The contractual rent payments for each of the Comparable Transactions should be arrayed monthly or annually over the lease term. All Comparable Transactions should be adjusted to simulate a net rent structure, wherein the tenant is responsible for the payment of all property operating expenses in a manner consistent with this Lease. This results in the estimate of Net Equivalent Rent received by each landlord for each Comparable Transaction being expressed as a periodic net rent payment.

2.3.2 Any free rent or similar inducements received over time should be deducted in the time period in which they occur, resulting in the net cash flow arrayed over the lease term.

2.3.3 The resultant net cash flow from the lease should then be discounted (using an 8% annual discount rate) to the lease commencement date, resulting in a net present value estimate.

2.3.4 From the net present value, up front inducements (improvements allowances and other concessions) should be deducted. These items should be deducted directly, on a "dollar for dollar" basis, without discounting since they are typically incurred at lease commencement, while rent (which is discounted) is a future receipt.

2.3.5 The net present value should then be amortized back over the lease term as a level monthly or annual net rent payment using the same annual discount rate used in the present value analysis. This calculation will result in a hypothetical level or even payment over the option period, termed the "**Net Equivalent Lease Rate**" (or constant equivalent in general financial terms).

2.3.6 Once the Net Equivalent Lease Rate is calculated for a particular Comparable Transaction, such Net Equivalent Lease Rate can be adjusted if and to the extent that the operating expenses and tax expenses that are the direct (payable directly by tenant) or indirect (payable as a reimbursement by the tenant to the Landlord) obligations of the tenant as though there is no base year or expense stop protection (collectively, the "**Expenses**") in connection with a Comparable Transaction are less than or greater than the Expenses payable by Tenant under the Lease during the applicable Option Term, so that the Market Rent to be determined pursuant to this **Exhibit F** will reflect whether, if at all, the Expenses payable by Tenant are greater than or less than the Expenses payable by the tenant of a Comparable Transaction.

2.3.7 Once the Net Equivalent Lease Rate is calculated, if the term of a Comparable Transaction is greater than or less than the applicable Option Term, the Net Equivalent Lease Rate will be adjusted to take into account whether or not, based on current market transactions and conditions, the concessions (i.e., tenant improvement allowances and free rent) in the Market Rent should be increased or decreased because of such difference in term, so that the Market Rent will reflect the appropriate level of concessions based on an adjustment of the level of concessions in the Comparable Transactions. For example, if a Comparable Transaction is for an six year term, and the Option Term is for five years, then an adjustment can be made to increase the concessions in the Comparable Transaction to equate such transaction to an five year term, if such adjustment is warranted by market transactions and conditions.

2.3.8 The Net Equivalent Lease Rates for the Comparable Transactions shall then be used to reconcile, in a manner usual and customary for a real estate appraisal process, to a conclusion of Market Rent which shall be stated as a "NNN" lease rate applicable to each year of the Option Term.

2.4 **Renewal Allowance.** Notwithstanding anything to the contrary set forth in this **Exhibit F**, once the Market Rent for the Option Term is determined as a Net Equivalent Lease Rate, if, in connection with such determination, it is deemed that Tenant is entitled to an improvement or comparable allowance for the improvement of the Premises, (the total dollar value of such allowance shall be referred to herein as the "**Renewal Allowance**"), Landlord shall pay the Renewal Allowance to Tenant pursuant to a commercially reasonable disbursement procedure determined by Landlord and the terms of Article 8 of this Lease, and the rental rate component of the Market Rent shall be increased to be a rental rate which takes into consideration that Tenant will receive payment of such Renewal Allowance and, accordingly, such payment with interest shall be factored into the base rent component of the Market Rent.

3. **Exercise of Extension Option.** The Extension Option(s) shall be exercised by Tenant, if at all, only in the following manner. Tenant shall deliver written notice (the "**Exercise Notice**") to Landlord not more than twelve (12) months nor less than nine (9) months prior to the then-scheduled expiration of the Lease Term, stating that Tenant is irrevocably exercising the applicable Extension Option. Concurrently with such Exercise Notice, Tenant shall deliver to Landlord Tenant's calculation of the Option Rent (the "**Tenant's Option Rent Calculation**"), failing which Tenant's Exercise Notice shall be null and void.

Landlord shall deliver notice ("**Landlord Response Notice**") to Tenant on or before the date which is thirty (30) days after Landlord's receipt of a valid Exercise Notice, stating that Landlord is (i) accepting Tenant's Option Rent Calculation, or (ii) rejecting Tenant's Option Rent Calculation and setting forth Landlord's calculation of the Option Rent (the "**Landlord's Option Rent Calculation**"). Within ten (10) business days of its receipt of the Landlord Response Notice, Tenant may, at its option, accept or reject the Option Rent contained in the Landlord's Option Rent Calculation. If Tenant does not affirmatively reject the Option Rent specified in the Landlord's Option Rent Calculation in writing within such ten (10) business day period, Tenant shall be deemed to have accepted Landlord's Option Rent Calculation as the Option Rent for the Option Term. However, if Tenant affirmatively rejects Landlord's Option Rent Calculation in writing within such time period, then the Option Rent shall be determined in accordance with the procedures and terms set forth in Section 4 below.

4. **Determination of Market Rent.** In the event Tenant validly rejects Landlord's Option Rent Calculation, then Landlord and Tenant shall attempt to agree upon the Option Rent using good-faith efforts; provided, however, if they fail to reach agreement upon the Option Rent on or before the date that is ninety (90) days prior to the then-scheduled expiration of the Lease Term (the "**Outside Agreement Date**"), then each party shall make a separate, binding, determination of the Option Rent (each, a "**Submitted Option Rent**"), within five (5) business days following the Outside Agreement Date, and such Submitted Option Rents shall be submitted to arbitration as described below. The failure of Tenant or Landlord to submit a Submitted Option Rent within such five (5) business day period shall conclusively be deemed to be such party's approval of the Submitted Option Rent submitted by the other party.

4.1 **Neutral Arbitrator.** Within fifteen (15) days after the Outside Agreement Date Landlord and Tenant shall agree upon and appoint one arbitrator who shall by profession be an MAI appraiser, real estate broker, or real estate lawyer (a "**Neutral Arbitrator**") who shall have been active over the five (5) year period ending on the date of such appointment in the appraising and/or leasing of Comparable Buildings, and (i) neither the Landlord or Tenant may, directly, or indirectly, consult with the Neutral Arbitrator prior or subsequent to his or her appearance, (ii) the Neutral Arbitrator cannot be someone who has represented Landlord and/or Tenant during the five (5) year period prior to such appointment, and (iii) each party may require the Neutral Arbitrator to demonstrate to the reasonable satisfaction of the parties that the Neutral Arbitrator has no conflicts of interest with either Landlord or Tenant.

4.3 **Arbitration Agreement.** The Neutral Arbitrator shall be retained via an arbitration agreement (the "**Arbitration Agreement**") jointly prepared by Landlord's counsel and Tenant's counsel, which Arbitration Agreement shall set forth the following: (i) an agreement by the Neutral Arbitrator to undertake the arbitration and render a decision in accordance with the terms of this Lease, as modified by the Arbitration Agreement; (ii) rights for Landlord and Tenant to submit to the Neutral Arbitrator (with a copy to the other party), on or before the date that occurs fifteen (15) days following the appointment of the Neutral Arbitrator, an advocate statement (and any other information such party deems relevant) prepared by or on behalf of Landlord or Tenant, as the case may be, in support of Landlord's or Tenant's respective determination of Market Rent (the "**Briefs**"); (iii) rights for each party to provide the Neutral Arbitrator (with a copy to the other party), within five (5) days of submittal of Briefs with a written rebuttal to the other party's Brief (the "**Rebuttals**"); provided, however, such Rebuttals shall be limited to the facts and arguments raised in the other party's Brief and shall identify clearly which argument or fact of the other party's Brief is intended to be rebutted; (iv) the date, time and location of the arbitration, which shall be mutually and reasonably agreed upon by Landlord and Tenant, which date shall in any event be within forty-five (45) days following the appointment of the Neutral Arbitrator; (v) that no discovery or independent investigation shall take place in connection with the arbitration, other than to verify the factual information that is presented by Landlord or Tenant, and the Neutral Arbitrator shall be permitted to visit the Project and the buildings containing the Comparable Transactions; and (vi) rights for each party to present oral arguments to the Neutral Arbitrator at the arbitration for a period of time not to exceed three (3) hours and up to two (2) additional hours to present additional arguments and/or to rebut the arguments of the other party.

4.4 **Neutral Arbitrator Ruling.** Not later than ten (10) days after the date of the arbitration, the Neutral Arbitrator shall render a decision (the "**Ruling**") indicating whether Landlord's or Tenant's Submitted Option Rent is closer to the actual Market Rent. The Submitted Option Rent that is determined by the Neutral Arbitrator to be closer to the actual Market Rent shall then become the applicable Option Rent. The Ruling shall be binding on Landlord and Tenant. In the event that the Option Rent has not been determined pursuant to the terms hereof (or otherwise by written agreement between Landlord and Tenant) prior to the commencement of the Option Term, then upon the commencement of the Option Term, Tenant shall be required to pay the greater of (i) the Rent then in effect for the Premises (immediately prior to the commencement of the Option Term), or (ii) Tenant's Submitted Option Rent, until such time that the Ruling is rendered. In such event, once the Ruling has been rendered it shall be effective retroactively to the commencement of the Option Term, and the payments made by Tenant that are applicable to the Option Term shall be reconciled with the actual amounts due (based on the Ruling), and the appropriate party shall

make any corresponding payment to the other party within thirty (30) calendar days after the Ruling is rendered.

5.     **Termination of Extension Option.**     Tenant shall not have the right to exercise the Extension Option if Tenant is then in default under this Lease. Tenant's Extension Option shall terminate upon the earliest to occur of (i) Tenant's assignment of this Lease, other than to a Permitted Transferee Assignee, (ii) Tenant's waiver or failure to timely exercise any Extension Option, (iii) Tenant's sublease of twenty-five percent (25%) or more of the entire then-existing Premises, other than to a Permitted Transferee for substantially the remaining Lease Term, (iv) Tenant's failure to physically occupy twenty-five percent (25%) or more of the entire then-existing Premises for the regular conduct of business (other than during any period of Casualty, condemnation, or renovation), (v) the occurrence of the second (2<sup>nd</sup>) Event of Default, and (vi) the date of any material adverse change in Tenant's financial condition during the twenty-four (24)-month period preceding the Option Term.