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## LEASE AGREEMENT (“Lease”)(6055 Quality Way, Prince George County, Virginia)

CERTAIN TERMS AND DEFINITIONS

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| **“Landlord”:** | Summit Investments II and Summit Investments V as tenants in common. |
| **“Tenant”:** | Amazon.com Services LLC, a Delaware limited liability company |
| **“Effective Date”:** | Defined on the signature page. |
| **“Building”:** | The building consisting of approximately 650,250 square feet and commonly known as VP-163, as depicted on **Exhibit A**. Any mezzanine or floors added to the Building will not be included in the square footage of the Premises.  |
| **“Land”:** | The land described on **Exhibit A-1**. |
| **“Premises”:** | All portions of the Building and the Land , including approximately 650,250 square feet Building, as well as the parking areas, truck courts, and driveways on the Land**, all** as depicted on **Exhibit A**. |
| **“Park”:** | The development known as SouthPoint Business Park, as depicted on **Exhibit A-2** and governed by those certain Restrictive Covenants recorded in \_Prince George\_ County, under Bk. \_456\_\_\_\_\_\_\_, Pg. \_758\_\_\_\_\_\_\_ (the “Park”). |
| **“Tenant’s Proportionate Share”:** | 100% of the Building and 39.5% of the Park. |
| **“Lease Term”:** | From the Commencement Date through the last day of the 123rd full calendar month thereafter, subject to the extension and termination rights set forth in this Lease; provided that if the Lease Term is set to expire between October 1 and March 30, the Lease Term will extend through March 31 (the “Optional Holiday Extension”) unless Tenant opts out of the Optional Holiday Extension by providing notice to Landlord within the same period of time Tenant would have had to provide its Extension Notice as defined and further described in **Extension Options, Addendum 2**. Base Rent for the Optional Holiday Extension will be the Base Rent for the then-current Lease Term, increased by the annual percentage increase as shown on **Base Rent and Operating Expense Exclusions, Addendum 1**. |
| **“Base Rent”:** | See **Base Rent and Operating Expense Exclusions, Addendum 1**. |
| **“Initial Annual Estimated Operating Expense Payments”:** | $\_442,170.00 ($0.68/SF)\_ |
| **“Brokers”:** | \_None\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for Landlord and \_KBC Advisors/Colliers\_ for Tenant. |
| **“Work”; “Initial Improvements”:** | Defined in **Work Letter, Addendum 5**. TBD |
| **“Lender”:** | \_SouthEast Bank\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| **“Tenant Guarantor”:** | Amazon.com, Inc. |
| **“Permitted Exceptions”:** | The encumbrances affecting the Land identified on **Exhibit B**, and any additional matters permitted under Section 1(a). |
| **Addenda (incorporated into this Lease by this reference):**  | 1 Base Rent and Operating Expense Exclusions2 Extension Options3 Additional Terms and Conditions4 Notice Addresses5 Work Letter for Tenant Improvement Construction TBD |
| **Exhibits (incorporated into this Lease by this reference):** | A Site Plan for PremisesA-1 Legal Description of LandA-2 Site Plan for ParkB Permitted ExceptionsC Form of Notice of Lease Term DatesD Maintenance ObligationsE Form of Estoppel CertificateF Form of Memorandum of LeaseG Right of First RefusalH Form of Limited Parent GuarantyI Form of Visitor NDAJ Restrictive Covenants |

1. **Grant; Permitted Exceptions; Commencement Date; Notice of Lease Term Dates; Cooperation**.
	1. Grant; Permitted Exceptions. Landlord leases to Tenant, for the Lease Term, the Premises as well as all easements and rights benefiting the Premises, all subject to the Permitted Exceptions and this Lease. Landlord will promptly provide copies of all notices it receives of potential or actual default under the Permitted Exceptions, except for notices from Landlord’s lenders. Landlord will not voluntarily encumber or permit the Premises to be encumbered, or modify any Permitted Exceptions, in a manner that would materially affect Tenant’s use or operations or increase Tenant’s costs, without Tenant’s prior consent (provided no Tenant consent is required with respect to Landlord’s financing, subject to Section 27). If Tenant does not respond to such request within twenty (20) days, then Landlord may send Tenant an additional copy of the notice stating “**FAILURE TO RESPOND WITHIN 5 BUSINESS DAYS WILL CONSTITUTE DEEMED APPROVAL**,” and, if Tenant does not respond within five (5) Business Days, the request will be deemed approved.
	2. Commencement Date; Notice of Lease Term Dates. The “Commencement Date” is  \_January 1\_, 2022. The term of this Lease for purposes of 11 U.S.C. § 365(h)(1)(A)(ii) or any similar federal or state bankruptcy laws will commence on the Effective Date, but measurement of its duration and the time for performance of obligations hereunder will be governed by the other provisions of this Lease.
	3. Cooperation. At Tenant’s request, Landlord will reasonably cooperate with Tenant as may be required for Tenant to obtain, maintain, or modify any approvals or Incentives (including cooperation in Tenant’s filing of applications and reports, as well as entering into agreements with Authorities for Incentives), or to perform its obligations under this Lease (“Cooperation Efforts”). Cooperation Efforts may include execution of documents, making appearances, and taking other actions as Tenant may reasonably request. All reasonable third party costs incurred by Landlord in connection with its Cooperation Efforts will be reimbursed by Tenant within thirty (30) days of receipt of invoice, provided that Landlord will notify Tenant if Landlord anticipates that its third party costs will exceed $5,000.
2. **Condition of Premises**. Without limiting any of Landlord’s obligations, representations, or warranties under this Lease, Tenant will accept the Premises in its condition as of the Commencement Date. Landlord shall cause the Premises to conform to the delivery obligations in **Work Letter, Addendum 5**, and to be in good order and operating condition and in compliance with Legal Requirements as of (120) calendar days after Tenant’s Architect completes construction plans suitable for bidding and permitting and Landlord has approved such plans. The (120) days time to complete construction (the “Tenant Improvement Construction Time”) may be extended in the case of Force Majeure up to a maximum of (90) additional calendar days. Landlord represents and warrants to Tenant that (a) Landlord has the full right and power to execute and perform under this Lease; (b) Landlord is/or will be the fee simple owner of the Building and the Land, subject only to the Permitted Exceptions; (c) as of the Commencement Date, Landlord has no actual knowledge of any newly-enacted, pending, proposed, or threatened land use actions, condemnation proceedings, or litigation that would in any way prevent or inhibit Tenant’s use of the Premises as contemplated by this Lease; (d) the Land constitutes a single legal lot in compliance with all applicable subdivision laws; (e) the mortgage in favor of Lender dated \_TBD\_\_\_\_\_\_\_\_\_, and recorded in \_Prince George County, Virginia\_, is the only mortgage encumbering the Building and the Land; and (f) Landlord is not in default under such mortgage or any loan document related thereto and there is no event or condition that, with the giving of notice or the passage of time, or both, would constitute a default by Landlord thereunder. The term “mortgage” as used in this Lease will be deemed to include deeds of trust, security assignments, and any other similar encumbrances, and any reference to the “lienholder” of a mortgage will be deemed to include the beneficiary under a deed of trust.
3. **Use**.
	1. Permitted Uses. Tenant may use the Premises for the purpose of receiving, storing, assembling, shipping, distributing, preparing, selling, and serving as pick-up/drop-off location for products, materials, food, grocery, and liquor items (as permitted by Legal Requirements); parking, storage, and use (including driving into and through the Building for loading, unloading and parking inside of the Building) of automobiles, trucks, machinery, and trailers, including outdoor loading and unloading; visually screened outdoor storage of Tenant’s Property; printing; making products on demand; warehouse and office use; ancillary and related uses for any of the foregoing; and, so long as the named Tenant as of the Effective Date or any Tenant Affiliate is the tenant hereunder, any other use in compliance with Legal Requirements (provided that if the tenant hereunder is an unaffiliated Transferee, then any other use in compliance with Legal Requirements will be allowed, subject to Landlord’s prior consent) (all of the above being “Permitted Uses”). Tenant may use the Premises twenty-four (24) hours per day, every day. Landlord shall use reasonable efforts to enforce its rights, and shall perform its obligations, under agreements affecting the Premises to which Landlord is a party or under the Permitted Exceptions. Landlord will provide Cooperation Efforts in contesting the validity or applicability of any Legal Requirements. As Tenant or its affiliate is licensed to sell alcohol, certain restrictions apply to contracts with an entity that imports, manufactures, or distributes alcoholic beverages. During the Lease Term, if Landlord has a direct interest in any business that imports, manufactures, or distributes alcoholic beverages, Landlord will reasonably cooperate with Tenant with respect to applicable licensing requirements, specifically tied-house regulations**.**

(b) Compliance with Legal Requirements. Subject to Landlord’s obligations under this Lease, Tenant’s use of the Premises will, at Tenant’s sole cost, comply with all applicable then-current federal, state, county, and municipal statutes, ordinances, codes, rules, regulations, and requirements (“Legal Requirements”). Tenant shall be responsible for structural changes required by Legal Requirements that are applicable only by reason of Tenant’s particular use of and operations at the Premises, or the construction of Initial Improvements or Tenant-Made Alterations, and Landlord shall remain responsible for compliance with Legal Requirements applicable generally to projects in the area, including structural changes to the Premises (such costs may be included as Operating Expenses to the extent permitted under Section 6). For example, Tenant would be responsible for structural changes to the Premises required only because of Tenant’s food preparation activities, or for a Tenant-Made Alteration that includes the addition of an office, whereas Landlord would be required to perform structural changes to the Premises at its cost in order to comply with seismic modifications required under Legal Requirements for buildings located in a certain area. Compliance with Legal Requirements does not obligate Tenant to perform Landlord’s maintenance obligations as set forth in Section 10.

1. **Base Rent**. Tenant shall pay Base Rent on or before the first (1st) Business Day of each calendar month. The first (1st) payment of Base Rent is due ninety (90) days after the Commencement Date. Payments of Base Rent for any fractional calendar month will be prorated. Tenant shall have no right to abate, reduce, or set-off any Rent due hereunder except as may be expressly provided in this Lease. “Rent” means Base Rent and all other amounts payable by Tenant under this Lease.
2. **Late Fees.** If Tenant fails to pay Rent at the time and place where due, and the Rent remains unpaid for 5 calendar days, a late fee of $20,000 will become immediately due and payable and additional late fees of $5,000 per calendar day shall accrue until the late rent and accrued late fee payments are received by Landlord.
3. **Operating Expenses**.
	1. Payment of Operating Expenses. Together with Base Rent, Tenant will pay an amount equal to 1/12 of the annual estimated cost of Tenant’s Proportionate Share of Operating Expenses (which estimate Landlord may revise not more than two (2) times per calendar year for Operating Expenses other than Taxes, and by providing at least thirty (30) days’ notice before such revision becomes effective). Payments for any fractional year or month will be prorated. Subject to Section 6(b), “Operating Expenses” means all reasonable costs and expenses incurred by Landlord during the Lease Term with respect to operating, maintaining, and managing the Building and the Land (including those items listed on **Exhibit D** as “Landlord Maintenance Obligations – Recoverable”); Taxes and fees payable to tax professionals that do not exceed $2,500 in any calendar year; insurance; association charges (if applicable); and annual fees payable to a property manager that do not exceed three percent (3%) of annual Base Rent (“PM Fee Cap”), which is Landlord’s sole compensation for management and administrative fees.
	2. Operating Expense Exclusions; Controllable Operating Expense Cap. The items on **Base Rent and Operating Expense Exclusions, Addendum 1** are excluded from Operating Expenses. To the extent an Operating Expense will be incurred that relates solely to the Premises, is not covered under an existing contract, and is estimated to exceed $100,000, Landlord shall obtain at least two (2) bids, and provide copies upon Tenant’s request (except in an emergency, when no bidding is required). Landlord will not collect more from Tenant than Tenant’s Proportionate Share of Operating Expenses actually paid. Tenant will not pay Controllable Operating Expenses in any year to the extent Tenant’s Proportionate Share of Controllable Operating Expenses for such year exceeds one hundred five percent (105%) of the Controllable Operating Expenses payable by Tenant for the immediately preceding year (the “Cap”). If Controllable Operating Expenses in any calendar year exceed the Cap (the “Excess Operating Expenses”), then Landlord may bill such Excess Operating Expenses to Tenant up to any unused amounts under the Cap from each of the preceding three (3) calendar years in the Lease Term and/or include such Excess Operating Expenses as Operating Expenses in each of the three (3) subsequent calendar years in the Lease Term, as long as in any such calendar year, Controllable Operating Expenses, including the Excess Operating Expenses, are below the Cap. In order to bill any Excess Operating Expenses to Tenant, Landlord will (x) show a calculation of the Excess Operating Expenses in the statement of Operating Expenses for the year in which the expenses are incurred (and Tenant may inspect and audit Landlord’s books and records relating to such amounts); and (y) show any Excess Operating Expenses on the statement of Operating Expenses for the calendar year being charged and any remaining accrued but unbilled Excess Operating Expenses available to be billed in subsequent calendar years. “Controllable Operating Expenses” means all Operating Expenses, except for Taxes, utility costs, snow removal costs, insurance premiums, costs of capital repairs and replacements, and the property management fee. Controllable Operating Expenses for any given year will be determined on an aggregate, non-cumulative basis. The Controllable Operating Expenses may increase to 105% of the prior year’s Operating expenses.
	3. Reconciliation of Operating Expenses. On or before one hundred twenty (120) days following the end of each calendar year (the “Reconciliation Deadline”), Landlord shall deliver to Tenant a detailed reconciliation statement (the “Reconciliation”) showing the calculation of Operating Expenses actually paid for the prior calendar year (including any portion of the calendar year that Landlord did not own the Premises if the then-current Landlord purchased the Premises during such calendar year), along with reasonable supporting documentation, including a detailed general ledger. If Landlord does not deliver the Reconciliation within one (1) year from the Reconciliation Deadline, or within six (6) months after expiration or earlier termination of this Lease, then Tenant will not be responsible for any increases in Operating Expenses over the estimates paid by Tenant for such calendar year. Landlord may correct any Reconciliation within one hundred eighty (180) days after it is initially issued, but may not further correct it thereafter, except if the correction would result in a credit to Tenant; provided that the Reconciliation of Taxes may occur at any time within three hundred sixty-five (365) days following the final determination of the Taxes. If Tenant’s total payments of Operating Expenses for any year are less than Tenant’s Proportionate Share of Operating Expenses actually paid for such year, then Tenant shall pay the difference within sixty (60) days after demand, and, if more, then Landlord will refund it to Tenant within sixty (60) days after demand.
	4. Right to Audit. Tenant may audit the Reconciliation by providing notice to Landlord within one hundred eighty (180) days following Tenant’s receipt of the Reconciliation or any correction thereof. Landlord shall electronically provide invoices and other standard Landlord reports for the Reconciliation (as well as for applicable prior years for purposes of evaluating compliance with the limitations on increases in Controllable Operating Expenses). Tenant will not use an auditor on a contingency fee basis. Landlord’s books and records will be kept in accordance with generally accepted accounting principles, consistently applied (“GAAP”). In the event an audit discloses overpayment by Tenant, Landlord shall make a correcting payment within sixty (60) days after Tenant provides the audit results to Landlord. In the event of any errors on the part of Landlord costing Tenant in excess of three percent (3%) of Tenant’s liability for Operating Expenses actually paid for any calendar year, Landlord shall also reimburse Tenant for audit costs reasonably incurred by Tenant up to $10,000 per audit within the above sixty (60)-day period. Audits shall not occur more than once per calendar year.
	5. Annual Estimates. On or before each December 1, Landlord shall use commercially reasonable efforts to deliver a detailed statement showing the estimated Operating Expenses for the subsequent calendar year and an explanation of any increases. At a minimum, such statement will contain a separate line item estimate of each general ledger account expected to contain Operating Expenses. Tenant shall continue to pay the then-current estimate of Operating Expenses until thirty (30) days after such estimate is provided to Tenant, and any Reconciliation will occur pursuant to Section 6(c).
4. **Utilities**. Tenant pays for all utilities used on the Premises by Tenant. Any utility incentives or rebates related to Tenant’s occupancy of the Premises will be payable to Tenant, and, if received by Landlord, promptly remitted to Tenant.
5. **Taxes**. Landlord pays all real estate taxes, assessments, and governmental charges for the Building and the Land (collectively, “Taxes”), and Tenant’s Proportionate Share of Taxes will be included in the Operating Expenses charged to Tenant. Landlord will forward copies of all notices, invoices, and statements relating to Taxes. Upon notice to Landlord, which must be provided at least thirty (30) days prior to the applicable deadline (but in no event less than ten (10) days after receiving notice of the deadline or of the valuation of the Premises, whichever is later), Tenant (acting on behalf of Landlord) may contest the amount, validity, or application of any Taxes or liens, at Tenant’s sole cost. If Tenant does not exercise this right, Landlord may contest such Taxes and shall promptly notify Tenant of any such contest.If Tenant exercises this right, Tenant will have exclusive control over the prosecution and conclusion of such contest and Landlord shall provide Cooperation Efforts with Tenant’s prosecution. All reductions, refunds, or rebates of Taxes paid or payable by Tenant as an Operating Expense, whether as a consequence of a Tenant proceeding or otherwise, will be refunded by Landlord to Tenant (less reasonable costs or expenses incurred by Landlord). For avoidance of doubt, nothing in this Section is intended to cause Tenant to be treated as an agent of Landlord. In no event will Tenant be liable for any estate, inheritance, gift, franchise, gross receipts, federal, state or local income taxes of Landlord (or tax in lieu thereof) or any other tax that is or may be imposed against the rents payable under this Lease or upon Landlord’s income or profits, “roll-back” or similar taxes attributable to periods before the Lease Term, or penalties or interest other than those attributable to Tenant’s failure to comply timely with its obligations under this Lease. If any tax for which Tenant is liable hereunder is levied or assessed, Tenant will be responsible for such taxes and will pay the same either directly or as part of Operating Expenses. Landlord pays (and such amounts will not be included in Operating Expenses) any transfer taxes or recording fees imposed by any governmental agency or municipality with respect to (a) this Lease, any memorandum of this Lease, any amendment, modification, or extension of this Lease, any transfer occurring with regard to this Lease, any financing of Landlord’s interest in the Building or the Land, or the exercise of any options granted under this Lease; or (b) any transfer of any interest in the Building or the Land or direct or indirect interests in Landlord.
6. Insurance.
	1. Landlord’s Insurance. Landlord will maintain all risk (or “special form”) property insurance covering the full replacement cost of the Building and all other structures and improvements on the Land (excluding any Initial Improvements and any Tenant-Made Alterations which are insured by the Tenant) with laws and ordinance endorsement and including Tenant and Tenant Guarantor as named additional insured, as their interests may appear, and commercial general liability insurance including Tenant and Tenant Guarantor as additional insureds. Landlord shall remain the loss payee under all policies required herein. All such insurance will be included as part of Operating Expenses to the extent permitted by Section 6. The Building and all other structures and improvements on the Land may be included in a blanket policy (in which case the cost of such insurance allocable to the Building and all other structures and improvements on the Land will be reasonably determined by Landlord based upon the insurer’s cost calculations). Tenant will reimburse Landlord for any increased premiums or additional insurance that Landlord reasonably deems necessary as a result of Tenant’s use of the Premises for other than the Permitted Uses. Tenant may elect, upon ninety (90) days’ prior notice to Landlord, to maintain, at Tenant’s sole cost, all risk (or “special form”) property insurance covering the full replacement cost of the Building and all other structures and improvements on the Land, including the Initial Improvements and any Tenant-Made Alterations, subject to industry-standard terms and conditions, and (i) Landlord will not have any obligation to maintain property insurance after the date set forth in Tenant’s notice; and (ii) any costs incurred by Landlord in connection with property insurance relating to the Building and all other structures and improvements on the Land after the date set forth in Tenant’s notice will be excluded from Operating Expenses. Landlord and mortgage lienholder will be included as loss payees, as their interests may appear, on policies covering the Building and all other structures and improvements on the Land. If Tenant proposes property insurance with lesser coverage terms than what is carried by Landlord at the time of Tenant’s initial notice (or what Landlord would have carried upon Substantial Completion of the Building based on similar buildings in its (or its parent entity’s) portfolio), then Tenant will submit such proposed property insurance for Landlord’s approval. In the event Tenant does not carry the property insurance required hereunder after its election to take over such insurance, then Tenant will be responsible for costs of the type that would have been insured by Landlord’s property insurance or for the costs of insurance actually put in place by Landlord due to Tenant’s failure to keep the property properly and continuously insured.Insuring party shall provide a copy of the insurance policy and a valid current certificate of insurance to the other party and mortgagee, on or before the Commencement Date and yearly thereafter on the Anniversary of the Commencement Date throughout the Term of the Lease.
	2. Tenant’s Insurance. From and after the Commencement Date or any earlier date upon which Tenant enters or occupies the Premises or any portion thereof, Tenant will maintain, at its expense, all risk (or “special form”) property insurance covering the full replacement cost of all Initial Improvements, Tenant-Made Alterations and Tenant’s Property installed or placed in the Premises by Tenant at Tenant’s expense; workers’ compensation insurance with no less than the minimum limits required by law; employer’s liability insurance with limits of $1,000,000 each accident; and commercial general liability insurance covering the Premises and Tenant’s use thereof against claims for bodily injury or death and property damage, which commercial general liability insurance will include Landlord and mortgage lienholder as an additional insured. Landlord may from time to time require reasonable increases in any such limits consistent with the insurance being required by institutional owners of similar projects in the area or an increase in the replacement cost of the insured property.
	3. Insurance Generally. The commercial general liability policies shall provide coverage with a per occurrence limit of not less than $5,000,000, which limit may be satisfied by any combination of primary and excess or umbrella policies, insure on an occurrence and not a claims-made basis and provide contractual liability coverage. Tenant may meet all insurance requirements in this Lease through any combination of primary, excess or self-insurance coverage. All insurance policies will be issued by insurers authorized to do business in the jurisdiction in which the Premises are located and have a Best’s rating not less than A-. Each party will endeavor to give the other party thirty (30) days’ prior notice before any cancellation or lapse of such coverage. Landlord will deliver a certificate evidencing such policies to Tenant upon Tenant’s request, at the commencement of the Lease Term or at each renewal of said insurance. For evidence of Tenant’s policies and the required inclusions, if applicable, of Landlord and mortgage lienholder as loss payee and additional insured, Tenant’s memorandum of insurance can be located at [www.amazon.com/moi](http://www.amazon.com/moi).
	4. Waiver of Subrogation. Notwithstanding any other provision of this Lease, Landlord and Tenant each waives its right against the other party (the “Benefited Party”) for any loss of, or damage to, any of the waiving party’s property located at the Premises to the extent the loss or damage is or would be covered by the ISO special causes of loss form (CP 10 30) with the property in question insured for the full replacement cost, whether or not the waiving party actually carries such insurance, recovers under such insurance, or self-insures the loss or damage, and whether or not the loss is due to the negligent acts or omissions of the Benefited Party, or Landlord Party or Tenant Party, as applicable, except the waiver in this sentence shall not apply to the extent the loss or damage arises from the gross negligence or willful misconduct of the Benefited Party or Landlord Party or Tenant Party, as applicable. The mutual waivers in this Section shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease with respect to any loss of, or damage to, property of the parties hereto. Each party shall ensure that its insurance policies required under this Lease permits the waiver in this Section, so that such party’s waiver shall not invalidate or impair any of its coverage, and shall upon request provide the other party with evidence of such arrangements.
	5. Self-Insurance. Tenant may self-insure some or all of the risks covered by the insurance that it is otherwise obligated to maintain under this Lease and, accordingly, not to maintain the policies that are otherwise required hereunder, subject to the following requirements: (i) Tenant Guarantor having a tangible net worth of at least Three Hundred Million Dollars ($300,000,000); (ii) no bankruptcy of Tenant Guarantor having occurred; and (iii) Tenant Guarantor maintaining appropriate loss reserves as required by Legal Requirements. All amounts paid or required to be paid and all losses or damages resulting from risks for which Tenant has elected to self-insure will be subject to the waiver of subrogation provisions of this Section 9 as to property insurance and will not limit Tenant’s indemnification obligations set forth in Section 18.
7. **Landlord’s Maintenance and Repairs**.
	1. Landlord Obligations Generally. Subject to Section 15, Landlord shall maintain, repair, and replace, as necessary, all portions of the Building and the Land not required to be maintained by Tenant, including those items listed on **Exhibit D** as “Landlord Maintenance Obligations – Non-Recoverable” (at Landlord’s sole cost) and “Landlord Maintenance Obligations – Recoverable” (which may be included as Operating Expenses to the extent permitted under Section 6). Landlord’s maintenance, repair, and replacement activities will be at a level substantially similar to other similar class buildings in the area. Landlord warrants the operation of the Premises, including all Building systems, including any HVAC existing as of the Effective Date or installed by Landlord as part of the Work (the “HVAC Systems”), the Base F/LS System (defined in **Exhibit D**), electrical, plumbing, and lighting (but excluding Tenant’s Property) until the end of the twelfth (12th) full calendar month of the Lease Term. Any maintenance, repairs, and/or replacements (other than routine maintenance within the scope of Tenant’s responsibilities in Section 11) during such period will be performed by Landlord at its sole cost; provided that such warranty will not apply to any non-casualty damage caused by Tenant Parties. For any Landlord maintenance, repair, or replacement work, Landlord shall use commercially reasonable efforts to avoid interfering with Tenant’s operations or access to the Premises, perform the work in a good and workmanlike manner, in compliance with Legal Requirements and applicable industry-standard safety practices, and diligently prosecute the work to completion (including restoring any portion of the Premises, as well as any Work, Tenant-Made Alterations, and Tenant’s Property, that were disturbed by Landlord’s work). Landlord will not locate any new ducts, pipes, mains, wires, or conduits that will interfere with the Permitted Use in any part of the Premises without Tenant’s prior consent. Additionally, Landlord shall, at its sole cost, correct (i) design and structural defects during the first five (5) years of the Lease Term (thereafter, such costs may be included in the Operating Expenses); and (ii) any latent defects during the first five (5) years of the Lease Term (thereafter, such costs may be included in Operating Expenses).
	2. Landlord Coordination of Work. If Landlord desires to do any work (for maintenance or repairs or otherwise) that would require an interruption of any utility to the Premises (including interruption of any fire/life safety systems or Energy and Communications Related Improvements) or interrupt Tenant’s operations or access to the Premises, the following requirements apply (except in an emergency that precludes compliance with one or more of the following requirements, in which case Landlord shall comply to the extent reasonably possible): (i) no such work may occur during the period from November 1 to January 15, or June 15 through July 31 (the “Holiday Season”), without Tenant’s prior consent; (ii) Landlord will give at least thirty (30) days’ notice; (iii) such work may only occur during times reasonably approved by Tenant (and it will be reasonable for Tenant to require that such work occur outside of normal business hours); (iv) any such interruption may not exceed four (4) hours in length; (v) in the case of a power interruption planned to exceed one hour, if requested by Tenant, Landlord will use Tenant’s source of back-up power to allow Tenant to continue its normal business operations (and the fuel costs and other related charges may be included in Operating Expenses); and (vi) if such work involves access to the roof, Landlord’s notice will identify the portions of any Energy and Communications Related Improvements that will be disturbed or removed, and Landlord and Tenant will reasonably cooperate on a temporary relocation plan (which Tenant will perform at its sole cost). It will not be a Landlord Default if Landlord is unable to perform its obligations under this Section 10 due to the Holiday Season or Tenant’s failure to provide consent to Landlord.
	3. Tenant’s Right to Maintain. Notwithstanding anything to the contrary, for any item listed on **Exhibit D** as “Landlord’s Maintenance Obligations – Recoverable” upon at least thirty (30) days’ notice to Landlord, Tenant may enter into any service contract relating to such maintenance obligation of Landlord, at Tenant’s sole cost and, (i) Landlord will not have any obligation to maintain any matters covered by such service contract after the date set forth in Tenant’s notice; (ii) Tenant will be responsible for any breakage costs associated with Landlord’s service contract(s) for such maintenance; and (iii) any costs incurred by Landlord in connection with any matters covered by such service contract after the date set forth in Tenant’s notice will be excluded from Operating Expenses. Landlord may, from time to time, request a written list of the scope of services and vendors providing services under such maintenance contracts and if Landlord provides Tenant with written notice that it reasonably objects to Tenant’s use of any such vendors (along with a reasonable description of the reasons that Landlord so objects), the parties will discuss the continued use of such vendor. If, after such discussion, Landlord continues to object to such vendor, then Tenant shall terminate and/or replace such vendor within a reasonable period of time.Additionally, upon ninety (90) days’ notice, Tenant may self-manage the Premises, in which case the property management fee will be reduced by fifty percent (50%); further, Tenant will be responsible for any breakage costs associated with Landlord’s current management contract (provided such contract has a term no longer than one (1) year).If Tenant elects to maintain per this Section (c), Landlord may make an annual inspection to confirm Tenant is maintaining the Premises as required.
8. **Tenant’s Maintenance and Repairs**. Subject to Sections 9, 10, and 15, Tenant will, at its sole cost, maintain, repair, and/or replace, as necessary, those items listed on **Exhibit D** as “Tenant Maintenance Obligations” and Tenant will be responsible for the cost of any repair or replacement to the Premises that results from non-casualty damage caused by Tenant Parties. Landlord acknowledges that items within and components of the Building and the Land that Tenant must maintain will be subject to reasonable wear and tear and, subject to Section 9, non-casualty damage caused by Landlord Parties, and Tenant is not required to maintain the Premises in a “like new” condition. If Tenant fails to perform any repair or replacement for which it is responsible, and does not cure such failure within any applicable cure period, Landlord may, upon ten (10) days’ notice, perform such work and shall be promptly reimbursed by Tenant for the reasonable cost of such work within thirty (30) days after demand therefor (which demand will be accompanied by reasonable supporting documentation). Landlord will assign or otherwise make available to Tenant the benefit of any warranties from contractors, equipment manufacturers, or others that benefit any portion of the Premises that Tenant is required to maintain.
9. **Tenant-Made Alterations**. Except for the Work or as otherwise provided in this Lease, any alterations or improvements made by or on behalf of Tenant to the Building or the Land (“Tenant-Made Alterations”), including any HVAC installed by Tenant (which will become part of HVAC Systems once installed and remain with the building at the end of the Lease Term) and any equipment, systems, and facilities (such as refrigeration equipment) required to obtain or comply with any specialized licenses or permits for Tenant’s operation, construction or business at the Premises, will be subject to Landlord’s prior consent in accordance with the following (the “Plan Approval Process”): (a) Landlord will approve or disapprove of all requests for consent to Tenant-Made Alterations within seven (7) days of receipt of a request containing plans and specifications for (or a reasonably detailed description of) the proposed Tenant-Made Alteration (pursuant to the email notice procedures in Section 5 of **Additional Terms and Conditions, Addendum 3**); (b) if Landlord does not approve or disapprove of such request within seven (7) days, then Tenant may send Landlord an additional copy of the notice stating “**FAILURE TO APPROVE OR DISAPPROVE WITHIN 5 DAYS WILL CONSTITUTE DEEMED APPROVAL**,” and, if Landlord does not approve or disapprove within five (5) days, the request will be deemed approved; (c) Tenant will reimburse Landlord up to $2,500 for actual third party costs incurred for Landlord’s review of each request; (d) Landlord will not unreasonably withhold, condition, or delay its consent if Tenant provides reasonable safety and engineering measures; and (e) Tenant will notify Landlord of its proposed general contractor, and Landlord will notify Tenant of any reasonable objection within the time period for Landlord’s approval or disapproval of the Tenant-Made Alteration. Notwithstanding Section 5 of **Additional Terms and Conditions, Addendum 3**, all notices pursuant to this Section may be sent to Landlord via email only to the address set forth in **Notice Addresses, Addendum 4**. Notwithstanding the foregoing, the Plan Approval Process will not apply (and Landlord’s consent will not be required) for Tenant-Made Alterations that do not adversely affect the Building’s structure (collectively, “Minor Alterations”), including any fencing around the Premises, covering or blocking windows in the Premises, and drilling between floors and walls to add ducting or conduit in connection with the HVAC Systems, telecommunications lines, and electricity requirements. To the extent any Tenant-Made Alteration voids any warranties, Tenant will replace the voided warranty at Tenant’s cost. With respect to any single Minor Alteration in excess of $50,000, Tenant will provide Landlord with notice prior to commencing construction of such Minor Alteration. Tenant may, without Landlord’s consent, erect or install Tenant’s Property unless consent is otherwise required under Section 26 or 37. In the event that Tenant performs a Tenant-Made Alteration without Landlord’s consent and it is determined that Landlord’s prior consent was required under the terms of this Section, Landlord will evaluate the completed Tenant-Made Alteration and give or withhold its consent. If Landlord withholds its consent, Landlord, as its sole remedy, may require that Tenant commence removal of the Tenant-Made Alteration within ninety (90) days after receipt of Landlord’s disapproval and pursue such removal until complete and Tenant must repair any damage caused by such removal. All Tenant-Made Alterations will be constructed in a good and workmanlike manner. Landlord will provide Cooperation Efforts to (i) obtain or comply with any licenses, permits, or other governmental permissions required in connection with a Tenant-Made Alteration; and (ii) obtain approvals of Tenant-Made Alterations required under Permitted Exceptions. Landlord may, at its sole cost, monitor construction of Tenant-Made Alterations that require Landlord’s approval. At the completion of any Tenant-Made Alterations and upon request from Landlord, Tenant will deliver to Landlord final lien waivers from all contractors and subcontractors that provided services or materials that cost in excess of $25,000. At the time Landlord approves a Tenant-Made Alteration (or, for a Minor Alteration, those identified as part of the walk-through as described in Section 21(b)), Landlord will confirm whether Tenant must remove such Tenant-Made Alteration at the end of the Lease Term and restore the Premises to the condition required under Section 21. For Tenant-Made Alterations, if Landlord fails to notify Tenant that such Tenant-Made Alteration must be removed, Tenant will remove such Tenant-Made Alteration and repair any damage caused by such removal pursuant to Section 21. Notwithstanding anything to the contrary herein, Tenant will not be permitted to expand the building as a Tenant-Made Alteration.
10. **Signs**. Tenant may (a) place its standard graphics and signage at the entrance to the Premises or the Land, and in a prominent location on the exterior of the Building subject to the Plan Approval Process; and (b) install temporary and/or directional signage, at Tenant’s sole cost, all subject to Legal Requirements and Permitted Exceptions. Upon surrender of the Premises, Tenant will remove all such signs and spot-repair, paint, and/or replace the affected Building fascia surface or other surface areas. Tenant will obtain all applicable governmental permits and approvals for sign and exterior treatments. Landlord will not install signs identifying Tenant anywhere on the Building or the Land without Tenant’s prior consent, which Tenant may withhold in its sole and absolute discretion. Landlord will not place its graphics or signage on the Building or on any monument on the Land without Tenant’s prior consent, which will not be unreasonably withheld, conditioned, or delayed.
11. **Parking**. Tenant will be entitled to the exclusive use of the parking areas, truck courts, and driveways that are part of the Premises. Neither Party will alter or modify such areas without the other Party’s prior reasonable consent. Tenant agrees to only allow passenger cars and vans in the car parking lots and to strictly prohibit the use of car parking lots for tractor trailer movement or trailer storage.
12. **Casualty**.
	1. Termination. If any portion of the Premises is damaged by a fire or other casualty, Landlord will notify Tenant within thirty (30) days after such damage as to the amount of time Landlord reasonably estimates it will take to restore the Premises (the “Initial Reconstruction Notice”). If the restoration time is estimated to exceed the longer of (i) three hundred sixty-five (365) days; or (ii) a commercially reasonable time period to rebuild the Premises such that the design and construction of the Premises is substantially similar to the design and construction immediately prior to the casualty (the “Existing Design”), in either case following the casualty, then either party may terminate this Lease upon notice to the other party given no later than thirty (30) days after the Initial Reconstruction Notice, provided that Tenant may negate Landlord’s termination of this Lease by providing notice to Landlord within sixty (60) days of Tenant’s receipt of Landlord’s termination notice, stating that Tenant elects to restore the Premises (and Landlord will assign any insurance proceeds from coverages required to be carried by this Lease (“Proceeds”) to Tenant, if applicable, pursuant to the process described in Section 15(b)). Notwithstanding the foregoing, Tenant may terminate this Lease if the Premises are damaged during the last year of the Lease Term and Landlord reasonably estimates that it will take more than the remaining Term of the Lease to repair such damage.If Tenant has elected to maintain property insurance for the Premises pursuant to Section 9(a), Tenant will provide Landlord with the Initial Reconstruction Notice within thirty (30) days of such casualty, the parties will have the termination rights set forth in this Section 15(a), and, if this Lease is terminated, Tenant will assign to Landlord any Proceeds relating to the Landlord Percentage (defined in Section 19 of **Additional Terms and Conditions, Addendum 3**).**]**
	2. Restoration in General. If this Lease is not terminated under Section 15(a), then Landlord will promptly restore the Premises, including all Work , unless Tenant elects to restore the Premises by providing notice to Landlord within sixty (60) days of Tenant’s receipt of the Initial Reconstruction Notice. The party carrying the property insurance for the Premises (the “Insuring Party”) will assign to the party restoring the Premises (the “Constructing Party”) any Proceeds relating to restoration of the Premises on account of the casualty, and allow the Constructing Party to participate in negotiations with the Insuring Party’s insurer regarding the coverage for the reconstruction of the Premises in accordance with the Restoration Plans. Tenant may notify Landlord within thirty (30) days after receipt of the Initial Reconstruction Notice of Tenant’s desire to modify the Work (“Alternate Improvements”). Tenant and Landlord will have thirty (30) days to agree upon the restoration plans and any resulting changes to the surrender obligations (the “Restoration Plans”) and the target completion date that would apply if the Premises were restored to the Existing Design and any extended period of time due to the Alternate Improvements (the “Restoration Schedule”). If the parties cannot agree upon the Restoration Plans and/or the Restoration Schedule, then within ten (10) Business Days after a request from either party following expiration of the time period to agree upon the Restoration Plans and Restoration Schedule, the matter will be submitted to arbitration pursuant to the Expedited Arbitration Process (defined in **Additional Terms and Conditions, Addendum 3**). Each of Landlord and Tenant will submit to the arbitrator its proposed Restoration Plans and/or Restoration Schedule. The arbitrator, in good faith, will select, (x) in the case of disagreement over the Restoration Plans (1) with respect to the Work, which set of Restoration Plans is most similar to the Existing Design; and (2) with respect to the Alternate Improvements, whether Landlord is reasonable in disapproving any elements of the Alternate Improvements; or (y) in the case of disagreement over the Restoration Schedule, which Restoration Schedule is commercially reasonable for construction in accordance with the Restoration Plans. All construction and/or repairs made by the Constructing Party will be made in accordance with Legal Requirements and in a good and workmanlike manner, with architecture, facilities and amenities of no less quality than existing prior to the casualty. To the extent there are any remaining Proceeds after the restoration of the Premises (including any Alternate Improvements) relating to the Tenant Percentage (defined in Section 19 of **Additional Terms and Conditions, Addendum 3**), such Proceeds will belong to Tenant to the extent allowed by mortgage lienholder.
	3. Landlord is Constructing Party. Base Rent and Operating Expenses will be abated in proportion to the square footage of the Premises affected by the casualty and related restoration work from the date of such casualty to completion of restoration (and for up to an additional sixty (60) days for Tenant’s restoration of any improvements or equipment installed by Tenant); provided that Base Rent and Operating Expenses will abate for any additional time required for the Alternate Improvements only to the extent that rent loss proceeds are available. If restoration is not completed within one hundred twenty (120) days after the date specified in the Restoration Schedule, subject to extension due to Force Majeure for up to ninety (90) days, Tenant will have the right to terminate this Lease upon notice to Landlord. Alternatively, Tenant may elect to complete the restoration of the Premises by delivering notice to Landlord, in which event Landlord will assign any unused Proceeds to Tenant.
	4. Tenant is Constructing Party. Base Rent and Operating Expenses will be abated in proportion to the square footage of the Premises affected by the casualty and related restoration work from the date of such casualty to the date specified in the Restoration Schedule, subject to extension due to Force Majeure for up to ninety (90) days (and for up to an additional sixty (60) days for Tenant’s restoration of any improvements or equipment installed by Tenant); provided that Base Rent and Operating Expenses will abate for any additional time required for the Alternate Improvements only to the extent that rent loss proceeds are available.
13. **Condemnation**. If all the Premises are taken for any public or quasi-public use under any Legal Requirement or by eminent domain, or by purchase or easement in lieu thereof (a “Taking”), or if a partial Taking would materially reduce or impair the size, access to, or use of the Premises by Tenant, then upon notice by Tenant within thirty (30) days of a Taking this Lease will terminate on the effective date of such Taking, and Base Rent and Operating Expenses will be apportioned as of said date. For partial Takings without termination, Landlord will promptly, at its sole cost, restore and reconstruct the Premises, and the Base Rent and Operating Expenses will be reduced to such extent as may be fair and reasonable under the circumstances. If allowed under Legal Requirements, Tenant may separately pursue a claim against the condemner for (a) the value of the Tenant Percentage, Tenant’s Property or Tenant-Made Alterations; (b) Tenant’s moving costs; (c) Tenant’s loss of business; and/or (d) Tenant’s leasehold interest, or if such damages and/or expenses are included in Landlord’s condemnation award, Landlord will turn over such portion of its award to Tenant, provided in either event such award does not reduce Landlord’s award. Landlord will promptly notify Tenant of any threatened Taking known to Landlord and allow Tenant to participate in such negotiations if it is customary in such jurisdiction.
14. **Assignment and Subletting**.
	1. Transfers. Except as set forth below, without Landlord’s prior consent, Tenant will not assign this Lease, sublease any portion of the Premises, or grant any license or right to use any portion of the Premises (each, a “Transfer”) to any person or entity (a “Transferee”). Landlord will approve or disapprove of any Transfer request within ten (10) days following receipt of the request and will provide reasons for any disapproval. If Landlord does not respond within ten (10) days, then Tenant may send Landlord an additional copy of the notice. If Landlord does not respond to such additional notice within three (3) Business Days, then Tenant may send a third (3rd) copy of the notice, stating “**FAILURE TO RESPOND WITHIN 3 BUSINESS DAYS WILL CONSTITUTE DEEMED APPROVAL**,” and, if Landlord does not approve or disapprove within three (3) Business Days, the request will be deemed approved. Notwithstanding anything to the contrary, Tenant may effect a Transfer, without Landlord’s consent, to (i) any entity controlling, controlled by, or under common control with Tenant (an “Affiliated Entity”); (ii) any entity resulting from the merger or consolidation of or with Tenant or an Affiliated Entity; (iii) any person or entity that acquires all (or substantially all) of the assets of Tenant or an Affiliated Entity; (iv) any successor of Tenant or an Affiliated Entity by reason of public offering, reorganization, dissolution, or sale of stock, membership, or partnership interests or assets (each of the scenarios described in clauses (i)–(iv) above, a “Tenant Affiliate”); or (v) any third party doing business with Tenant or any Tenant Affiliate at the Premises (collectively, “Permitted Transferees”). Upon a Transfer (other than a sublease), and provided that the Guaranty remains in place, Tenant will be automatically released from all obligations under this Lease occurring after the date of such Transfer. With respect to any Transfer, the Guaranty shall remain in place.
	2. Transfer Premium. In the event that the rent payable by a Transferee exceeds the Base Rent and Operating Expenses payable under this Lease plus all actual and reasonable out-of-pocket costs incurred by Tenant for brokerage commissions, improvement allowances, and legal fees in connection with such Transfer, plus Unamortized Capital Costs applicable to the term of the sublease or assignment, then Tenant will pay Landlord as additional rent hereunder fifty percent (50%) of such excess rent within thirty (30) days following receipt thereof by Tenant. If such Transfer is for less than all of the Premises, such excess rent will be calculated on a rentable square foot basis. “Unamortized Capital Costs” means the unamortized portion of the Tenant Capital Costs remaining after amortization of the Tenant Capital Costs on a straight-line basis over the Lease Term. “Tenant Capital Costs” means the total costs incurred by Tenant to (i) design and construct any improvements, including any Tenant-Made Alterations, any portion of the Work funded by Tenant, and any work performed by Landlord at Tenant’s cost; and (ii) purchase and install furniture, fixtures, and equipment.
	3. Right to Pursue Transferee. If Tenant effects a Transfer, or if the Premises are occupied in whole or in part by anyone other than Tenant, then during a Tenant Default, Landlord may collect any rent due under the terms of the relevant Transfer from any Transferee or other occupant and apply it to the Rent payable hereunder. No such collection or application of rent will be deemed a release of Tenant from Tenant’s further performance of its obligations hereunder.
	4. Landlord Transfers. “Landlord” means only the owner, for the time being, of the Building and the Land, and if such owner transfers its interest in the Building and the Land to a bona fide third party purchaser that assumes all obligations of Landlord under this Lease, such owner will be released and discharged from all obligations of Landlord thereafter accruing, but such obligations will be binding during the Lease Term upon each new owner for the duration of such owner’s ownership.
15. **Indemnification**.
	1. Tenant Indemnification Obligation. To the extent permitted by Legal Requirements, but subject to Sections 9(d) and 33, and except to the extent resulting from the negligence or willful misconduct of a Landlord Party or a breach of this Lease by Landlord, Tenant agrees to indemnify, defend, and hold harmless Landlord and its affiliates, as well as their respective agents, servants, directors, officers, and employees (collectively, the “Landlord Indemnitees”), from and against any and all losses, liabilities, damages, costs, and expenses (including reasonable attorneys’ fees) resulting from claims by third parties occasioned by (i) death, injuries to any person, or damage to, or theft or loss of, property occurring in or about the Premises to the extent caused or alleged to be caused by the violation of Legal Requirements, fraud, gross negligence, or willful misconduct of Tenant or of any member, partner, manager, affiliate, contractor, or subcontractor of Tenant or its or their officers, directors, employees, or agents, or of any invitee or licensee of Tenant (including Tenant, each, a “Tenant Party,” and collectively, the “Tenant Parties”); or (ii) any actual or alleged breach of this Lease by Tenant. If any proceeding is brought against any Landlord Indemnitee involving a claim from which Tenant is obligated to indemnify the Landlord Indemnitees pursuant to this Section, Tenant, upon notice from Landlord, will resist and defend such proceeding with respect to that claim (by counsel reasonably satisfactory to Landlord, except Landlord’s consent is not required if such defense is provided by Tenant’s insurer) at Tenant’s sole cost. The furnishing of insurance required hereunder shall not be deemed to limit Tenant’s obligations under this Section 18(a).
	2. Landlord Indemnification Obligation. To the extent permitted by Legal Requirements, but subject to Sections 9(d) and 33, and except to the extent resulting from the negligence or willful misconduct of a Tenant Party or a breach of this Lease by Tenant, Landlord agrees to indemnify, defend, and hold harmless Tenant and its affiliates, as well as their respective agents, servants, directors, officers, and employees (collectively, the “Tenant Indemnitees”), from and against any and all losses, liabilities, damages, costs, and expenses (including reasonable attorneys’ fees) resulting from claims by third parties occasioned by (i) death, injuries to any person, or damage to, or theft or loss of, property occurring in or about the Premises to the extent caused or alleged to be caused by the violation of Legal Requirements, fraud, gross negligence, or willful misconduct of Landlord or of any member, partner, manager, affiliate, contractor, or subcontractor of Landlord or its or their officers, directors, employees, or agents, or of any invitee or licensee of Landlord (including Landlord, each, a “Landlord Party,” and collectively, the “Landlord Parties”); or (ii) any actual or alleged breach of this Lease by Landlord. If any proceeding is brought against any Tenant Indemnitee involving a claim from which Landlord is obligated to indemnify the Tenant Indemnitees pursuant to this Section, Landlord, upon notice from Tenant, will resist and defend such proceeding with respect to that claim (by counsel reasonably satisfactory to Tenant, except Tenant’s consent is not required if such defense is provided by Landlord’s insurer) at Landlord’s sole cost. The furnishing of insurance required hereunder shall not be deemed to limit Landlord’s obligations under this Section 18(b).
16. **Inspection and Access**. A Landlord Party may only enter the Premises during normal business hours on at least one (1) Business Day’s notice (except in an emergency, when no such notice is required) (a) to inspect the Premises and to perform its obligations under this Lease; and (b) to show the Premises to prospective purchasers and, during the last two hundred seventy (270) days of the Lease Term, to prospective tenants. In connection with any such entry, (i) Landlord agrees to collect a duly-executed non-disclosure agreement on the form attached as **Exhibit I** (as may be reasonably updated by Tenant from time to time) prior to permitting any other Landlord Party or any third party to enter; (ii) Tenant may deny access to third parties if Tenant determines, in its reasonable discretion, that allowing such third party potential exposure to Tenant’s Confidential Information within the Premises would be detrimental to Tenant’s business interests; (iii) except in an emergency where necessary to prevent imminent damage to persons or property, Landlord and any other party will enter the Premises only when accompanied by a Tenant representative and in compliance with Tenant’s security programs, confidentiality requirements, and other reasonable rules and regulations; and (iv) Landlord will minimize, so far as may be reasonable under the circumstances, any disturbance to Tenant’s operations and will diligently prosecute to completion any activities that involve the Premises. Landlord may not erect signs on the Premises stating the Premises are available for lease until the last one hundred eighty (180) days of the Lease Term (but not before all extension rights under this Lease have expired). In addition, if Landlord desires for any of its employees, who need access to the Premises on a routine basis, to be able to enter the Premises unescorted by a Tenant representative, then Landlord will perform a background check on such person with a vendor selected by Tenant, at Tenant’s cost.
17. **Tenant’s Property; Waiver of Landlord’s Lien**. Tenant’s property, racking, shelves, wall display systems, bins, machinery, fixtures, security devices (including security gates and security cameras), Energy and Communications Related Improvements, Generators, furnishings, equipment, accounts receivable, inventory, and other personal property (collectively, “Tenant’s Property”), however installed or located on or about the Premises, will be and remain the property of Tenant or its lender, service providers, contractors, or vendors (and their respective lenders or contractors) (collectively, “Vendors”) and may be installed, modified, and removed at any time and from time to time during the Lease Term without Landlord’s consent except as provided in Sections 26 and 37. In no event (including a Tenant Default) will Landlord have any lien or other security interest in any of Tenant’s Property located in the Premises or elsewhere, and Landlord hereby expressly waives and releases any lien or other security interest however created or arising. At Tenant’s request and cost, Landlord will execute a reasonable lien waiver and access agreement requested by Vendors so long as such party agrees (a) to provide Landlord with at least five (5) days’ notice before exercising any remedy to remove Tenant’s Property; (b) to allow a representative of Landlord to be present during the exercise of any such remedy; (c) to repair and restore any damage caused by the removal of Tenant’s Property; (d) to carry at least the same level of insurance as required of Tenant during any time that such third party is on the Premises; (e) to indemnify, defend, and hold harmless Landlord from any claims arising out of or relating to such party’s exercise of its rights; and (f) there will be no private or public auctions conducted at the Premises.
18. **Surrender**.
	1. Surrender Obligations Generally. Upon expiration or earlier termination of this Lease, Tenant will surrender the Premises to Landlord in good condition, broom clean, except for reasonable wear and tear, casualty loss and condemnation covered by Sections 15 and 16, claims covered by the waiver of subrogation in Section 9(d), damage caused by any Landlord Parties, and replacement, repairs or maintenance for which Tenant is not responsible under this Lease. Landlord specifically acknowledges that reasonable wear and tear may leave the Premises in need of painting, re-carpeting, and the like. Any Tenant’s Property not removed within thirty (30) days after notice from Landlord will be deemed abandoned and Tenant waives all claims resulting from Landlord’s retention and disposition of such property. Tenant shall promptly reimburse Landlord for removal costs of abandoned property. Tenant will not be obligated to remove the Work, any replacement thereof, or any substantially similar improvements. Tenant’s surrender obligations with respect to Tenant-Made Alterations will be governed by Section 12. Tenant will decommission and remove, pursuant to Section 21(b), any inoperable portion of the HVAC Systems that were installed after the Effective Date (the “Inoperable HVAC”) that Landlord does not elect to repair and retain. Tenant will repair and restore any portions of the Premises damaged or otherwise adversely affected by Tenant’s removal of improvements. Tenant shall continue to pay Base Rent and Operating Expenses at least until Tenant’s abandoned property is removed from the Premises.
	2. Walk-Through. Within thirty (30) days following (i) the Extension Notice Deadline (defined in **Extension Options, Addendum 2**) without Tenant exercising its right to extend the Lease Term; or (ii) Landlord’s receipt of Tenant’s exercise of the Operational Extension Option, Landlord and Tenant will conduct a walk-through of the Premises to determine the scope of improvements to be removed by Tenant from the Premises, which may include (x) any Tenant-Made Alterations required to be removed pursuant to Section 12; (y) all or any part of any mezzanine and related improvements within the Premises, provided, however, that Tenant will not be required to remove any mezzanine level that provides structural support to the Building; and (z) any Inoperable HVAC (collectively, the “Removal Scope”). If Landlord fails to conduct such walk-through with Tenant in the time period provided in this Section 21(b), then Tenant may send Landlord its proposed Removal Scope. Landlord will approve of the Removal Scope or schedule a walk-through with Tenant within seven (7) days of receipt of the Removal Scope. If Landlord does not approve of the Removal Scope or schedule a walk-through with Tenant within seven (7) days, then Tenant may send Landlord an additional copy of the notice stating “**FAILURE TO APPROVE THE REMOVAL SCOPE** **OR SCHEDULE A WALK-THROUGH WITHIN 5 DAYS WILL CONSTITUTE DEEMED APPROVAL**,” and, if Landlord does not approve of the Removal Scope or schedule a walk-through within five (5) days, the Removal Scope will be deemed approved. Tenant may either remove the improvements included in the Removal Scope at Tenant’s sole cost, or may elect, within thirty (30) days of agreement (or deemed approval) of the Removal Scope, for Landlord to remove such improvements. If Tenant elects for Landlord to remove such improvements, then within thirty (30) days of Tenant’s notice to Landlord of such election, Landlord will obtain at least three (3) bids for the removal of the Removal Scope and submit such bids to Tenant. Upon approval by Landlord and Tenant of a bid for removal of the Removal Scope, Landlord will perform such work (provided any removal ofmezzanine or Inoperable HVAC will be performed after expiration of the Lease Term), and Tenant will reimburse Landlord for costs incurred within thirty (30) days of receipt of an invoice, together with reasonable supporting documentation, up to the agreed-upon bid amount. If Landlord and Tenant are not able to agree upon a bid for the Removal Scope (or if Landlord fails to provide such bids to Tenant) by the date that is at least ninety (90) days prior to the expiration of the Lease Term, then Tenant will remove the improvements included in the Removal Scope. Tenant will continue to pay Rent and Operating Expenses throughout the Removal Period.
	3. Removal Period. If Tenant elects to perform the removal of the Removal Scope itself, and the Removal Scope includes [**ALL BUILDINGS EXCEPT CORE NONSORT:** mezzanine and/or] Inoperable HVAC, then, provided that (i) a Tenant Default is not continuing; and (ii) Tenant delivers a notice to Landlord within thirty (30) days of agreement on the Removal Scope, Tenant will have the right of non-exclusive access to the Premises for a period of ninety (90) days following expiration or earlier termination of this Lease (the “Removal Period”) to remove the portion of the Removal Scope constituting the [**ALL BUILDINGS EXCEPT CORE NONSORT:** mezzanine or] Inoperable HVAC and restore the Premises. During the Removal Period, Tenant’s access will be subject to the terms and conditions of this Lease and Tenant will continue to be responsible for Tenant’s Proportionate Share of Operating Expenses and for the utilities applicable to the Premises, and will pay Base Rent obligations. If Tenant has exercised the Operational Extension Option, this Removal Period will commence immediately following the Operational Extension Option. The Removal Period will not be considered a holdover for purposes of this Lease.
19. **Holding Over**. Tenant may remain in the Premises for a specified time period (up to one hundred eighty (180) days) following the Lease Term expiration (the “Operational Extension”) by notifying Landlord of its intention prior to the Extension Notice Deadline (the “Operational Extension Option”). The Operational Extension will be under the same terms and conditions in effect during the immediately previous Lease Term. In the event a holdover possession exceeds the Operational Extension, or in the event of any other holdover , such possession will be month-to-month at a rate of one hundred twenty-five percent (125%) of Base Rent at the time of the holdover, provided that any annual increases in Base Rent will continue to occur as contemplated by **Base Rent and Operating Expense Exclusions, Addendum 1**, and subject to termination by Landlord or Tenant upon thirty (30) days’ notice to the other party at any time. During any holdover possession, all of the other terms of this Lease (excluding any expansion or similar option or right) will be applicable and all other payments will continue. Subject to Section 33, if (a) Tenant has not vacated the Premises following the expiration of the Lease Term or the Operational Extension, as applicable; and (b) Landlord provides at least thirty (30) days’ notice of the amount of any of the following damages that Landlord will incur as a result of Tenant’s failure to vacate the Premises at the end of such thirty (30)-day period, then if Tenant fails to vacate before the later of (i) the expiration of the Lease Term; (ii) the expiration of any Operational Extension; or (iii) thirty (30) days after receipt of such notice, Tenant will be liable to Landlord for the rental revenue actually lost by Landlord solely as a result of the holdover from an executed lease, and any amounts Landlord is required to pay to any new tenant solely as a result of the holdover, but Tenant will not be liable for any other indirect or consequential damages. No holding over by Tenant, whether with or without consent of Landlord, will operate to extend this Lease except as otherwise expressly provided herein.
20. **Tenant Default**. Each of the following events will be an event of default by Tenant (“Tenant Default”) under this Lease:
	1. Failure to Pay Rent. Tenant fails to pay any installment of Rent when due, and such failure continues for a period of five (5) Business Days after such payment was not made when due.
	2. Bankruptcy. Tenant or any guarantor or surety of Tenant’s obligations hereunder (i) makes a general assignment for the benefit of creditors; (ii) commences any case, proceeding or other action seeking to have an order for relief entered on its behalf as a debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property (collectively, a “proceeding for relief”); (iii) becomes the subject of any proceeding for relief that is not dismissed within sixty (60) days of its filing or entry; or (iv) is dissolved. If a guarantor or surety files a proceeding for relief, Tenant may replace such guarantor or surety within ninety (90) days of such filing with a guarantor or surety reasonably satisfactory to Landlord.
	3. Other Defaults. Tenant fails to comply with any provision of this Lease other than those specifically referred to above in this Section 23, and, except as otherwise expressly provided herein, such default continues for more than thirty (30) days after Landlord has given Tenant notice of such default, provided that where any such failure cannot reasonably be cured within a thirty (30)-day period, Tenant will not be in default if Tenant commences to cure the failure within the thirty (30)-day period, and thereafter diligently pursues all reasonable efforts to complete the cure. Notwithstanding the foregoing, if the thirty (30)-day period occurs during any part of the Holiday Season, Tenant will be deemed to have commenced a cure for purposes of this Section 23(c) if, (i) during such thirty (30)-day period, Tenant schedules commencement of the cure as soon as reasonably practical after the end of that portion of the Holiday Season; and (ii) such delay does not pose an imminent risk of bodily injury or death or of material damage to the Premises and is not a violation of Legal Requirements.
21. **Landlord Remedies**.
	1. Remedy Options. During the existence of a Tenant Default, Landlord may terminate this Lease or Tenant’s right of possession (but Tenant will remain liable as hereinafter provided); provided that Landlord may not terminate this Lease or Tenant’s right of possession unless, after a Tenant Default, Landlord delivers notice of Landlord’s intent to so terminate (which notice will be in addition to any notice required under Section 23) and Tenant fails to cure such Tenant Default within ten (10) Business Days after receipt of the notice (or, in the case of a Tenant Default described in Section 23(c), if Tenant fails to commence to cure within ten (10) Business Days after receipt of the notice). In addition to the remedies set forth herein with respect to a Tenant Default, Landlord shall have such additional rights and remedies as are available at law or in equity. To the extent permitted under applicable law, neither the commencement of any action or proceeding, nor the settlement thereof, nor entry of judgement thereon shall bar Landlord from bringing subsequent actions or proceedings from time to time, nor shall the failure to include in any action or proceeding any sum or sums then due be a bar to the maintenance of any subsequent action or proceedings for the recovery of such sum or sums so omitted.
	2. Termination of Lease. If Landlord terminates this Lease, Landlord may recover from Tenant the sum of the following: all Base Rent and all other amounts accrued hereunder to the date of such termination; the cost of reletting the whole or any part of the Premises, including leasing commissions incurred by Landlord (provided that Tenant will not be liable for any portion applicable to the period after the scheduled termination of this Lease); costs of removing and storing Tenant’s or any other occupant’s property; costs of putting the Premises into the condition that Tenant was required to leave it on termination of this Lease; all reasonable expenses incurred by Landlord in pursuing its remedies, including reasonable attorneys’ fees and court costs; and the excess of the then-present value of the Base Rent and Operating Expenses Tenant would have been required to pay to Landlord during the period following the termination measured from the date of such termination to the expiration date stated in this Lease (excluding any extension periods), over the present value of any net amounts Landlord can reasonably expect to recover by reletting the Premises for such period at Fair Market Rent (as determined by the method described in Addendum No. 2 Section 3.), taking into consideration the availability of acceptable tenants and other market conditions affecting leasing. Such present values will be calculated at a discount rate equal to the Consumer Price Index published closest to the date of termination, applied per annum.
	3. Termination of Possession. If Landlord terminates Tenant’s right to possession without terminating this Lease, Landlord will use commercially reasonable efforts to mitigate its damages and relet the Premises; provided that (i) any reletting will be on such terms and conditions as Landlord in its reasonable discretion may determine; (ii) Landlord may lease any other space controlled by Landlord first; and (iii) any proposed tenant must meet commercially reasonable leasing criteria. For the purpose of such reletting, Landlord is authorized to make any repairs and alterations to the Premises as Landlord deems reasonably necessary or desirable. If the Premises are not relet, then Tenant will pay to Landlord as damages a sum equal to the amount of the Base Rent and Operating Expenses payable under this Lease for such period, plus the cost of recovering possession of the Premises (including reasonable attorneys’ fees and court costs). If the Premises are relet and the sum realized from such reletting will not satisfy the Base Rent and Operating Expenses payable under this Lease, then Tenant will pay any such deficiency within thirty (30) days of demand from Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect in writing to terminate this Lease for such previous Tenant Default.
	4. Costs and Expenses. If a Tenant Default shall occur, Tenant shall pay to Landlord, on demand, all reasonable out-of-pocket expensesincurred by Landlordas a result thereof, including reasonable attorney’s fees, court costs and expenses actually incurred. Landlord may, at the option of Landlord, cure ant Tenant Default and the reasonable out-of-pocket cost of such cure shall be payable by Tenant to Landlord within thirty (30) days after written demand and shall bear interest at the rate provided in Section 12 od **Additional Term and Conditionos, Addendum 3** until repayment in full by Tenant occurs; provided, however, that if a failure by Tenant to perform or observe anty term of this Lease gives rise to circumstances or conditions which constitute an emergency threatening human health or safety, Landlord shall, after making a reasonable effort to notify Tenant be entitled to immediately take curative action to the extent necessary to eliminate the emergency. Any out-of-pocket cost so incurred by Landlord shall be reasonable and reasonably incurred and must not exceed the scope of the Tenant Default in question; and if such costs are chargeable as a result of labor or materials directly by Landlord, rather than by unrelated third parties, the cost shall not exceed the amount which would have been charged by a qualified third party unrelated to Landlord. Such costs must be reasonably documented and copies of such documentation must be delivered to Tenant with the written demand for reimbursement.
22. **Landlord Default; Tenant Remedies; Interruption of Tenant’s Business**.
	1. Landlord Default and Tenant Remedies Generally. Landlord will be in default (“Landlord Default”) if Landlord fails to perform any of its obligations hereunder within thirty (30) days after notice from Tenant specifying such failure; provided that where any such failure cannot reasonably be cured within a thirty (30)-day period, Landlord will not be in default if Landlord commences to cure the failure within the thirty (30)-day period and thereafter diligently pursues all reasonable efforts to complete the cure subject to Force Majeure delays. Notwithstanding the above, Landlord acknowledges that continuous operation is critical to Tenant’s business and agrees that if Landlord’s failure causes material interference to Tenant’s operations, Landlord will commence its cure within such shorter period as is commercially reasonable given the nature of the failure and the interference and will diligently prosecute the cure to completion. If Tenant gives notice that Landlord’s act or omission, or a condition is discovered or develops that, would or is causing a material interference with Tenant’s operations, or would place Tenant out of material compliance with, or prevent Tenant from obtaining, any license or permit related to the Permitted Uses, or may adversely affect human health or safety (any event, a “Material Interference”), then Landlord will respond within twenty-four (24) Business Hours with a statement of Landlord’s plan to address the Material Interference and the estimated time for cure, commence the cure as soon as possible (but in any event within forty-eight (48) Business Hours after Tenant’s notice), and diligently pursue and keep Tenant informed of the progress of the cure and Landlord’s failure to comply with this sentence will constitute a Landlord Default. Notices under the preceding sentence must be given by email to the email addresses and by oral conversation by phone to the mobile phone numbers set forth in **Notice Addresses, Addendum 4** (promptly followed by notice under Section 5 of **Additional Terms and Conditions, Addendum 3**). If Landlord is in default (including failure to address a default in the shorter time periods provided for in this subsection), Tenant, in addition to pursuing any or all other remedies at law or in equity, may take commercially reasonable actions to cure the Landlord Default (or to cure a Material Interference, which Tenant may do without prior notice if such prior notice is not reasonably possible due to an emergency) and, if Landlord fails to reimburse Tenant for the reasonable costs and reasonable attorneys’ fees for such curative actions, or if Landlord fails to pay any other amount owed to Tenant under this Lease after written notice by Tenant to Landlord (including any tenant improvement or construction allowance or any other reimbursement) hereinafter (the “Tenant Payment Notice”), within thirty (30) days after demand therefor, accompanied by supporting evidence of the expenses incurred by Tenant where applicable, Tenant may bring an action for damages against Landlord to recover such costs and reasonable attorneys’ fees, together with interest thereon at the rate provided in Section 12 of **Additional Terms and Conditions, Addendum 3**, and reasonable attorneys’ fees incurred by Tenant in bringing such action for damages. If Landlord delivers a notice to Tenant within twenty (20) days after receipt of Tenant’s Payment Notice contesting either Tenant’s right to payment and/or the amounts specified in Tenant’s Payment Notice (with an explanation of Landlord’s objections), and if Landlord and Tenant are unable to agree as to Tenant’s right of payment and/or the amounts specified within ten (10) days of Landlord’s objection notice, then either party may submit the matter to the Expedited Arbitration Process. Each of Landlord and Tenant will submit to the arbitrator its respective argument regarding Tenant’s right to payment, and if Tenant is found to have had the right to payment, the specific amount of the payment. The arbitrator, in good faith, will decide whether Tenant had the right to payment and if so, will select either Landlord’s or Tenant’s proposal for the amount of the payment. Tenant will not offset any Base Rent payment.
	2. Interruption of Tenant’s Business. If a Material Interference results from (x) an interruption of utilities, services or access to the Building or the Land caused by Landlord Parties; (y) Landlord’s breach of this Lease; or (z) the activities of any Landlord Parties on or in the Building or the Land, then the following remedies will apply:
		1. if the Material Interference is an event described in (y) or (z), or is an event described in (x) and due to the actions, omissions, or negligence of any Landlord Party, then beginning on the sixth (6th) Business Day after any such event, Base Rent and Operating Expenses will abate in proportion to the square footage of the Premises affected until the problem is corrected.
		2. notwithstanding anything herein to the contrary, if the Material Interference is not due to the actions, omissions, or negligence of any Landlord Party, then Base Rent and Operating Expenses will not abate; provided that if any such Material Interference continues for more than two hundred seventy (270) days (which may be extended for Force Majeure ), then Tenant may terminate this Lease on thirty (30) days’ notice, provided that such termination will be null and void if the Material Interference is cured within such thirty (30)-day period (which may be extended for Force Majeure).
23. **Generator**. At Tenant’s sole cost and subject to the Plan Approval Process, Tenant may install, operate, test, and maintain one or more battery storage systems, generators, and fuel tanks (collectively, the “Generator”) in or adjacent to the Building in a location acceptable to Landlord. The Generator and Generator pads will be constructed in accordance with plans and specifications approved in advance by Landlord, which plans will include fencing and curbing as is necessary to contain any fuel spill. At Tenant’s sole cost and either prior to the expiration of the Lease Term or during the Removal Period (if applicable), Tenant will remove the Generator but not the Generator pads.
24. **Subordination**. If there is a mortgage encumbering the Premises, concurrently with the execution of this Lease, Landlord will deliver an SNDA executed by Landlord and mortgage lienholder in a form as described below and otherwise acceptable to Tenant. Neither Landlord nor such mortgage lienholder will record any SNDA without Tenant’s prior consent, in its sole and absolute discretion. This Lease and Tenant’s interest and rights hereunder are and will be subject and subordinate at all times to the lien of any first priority mortgage, hereafter created on or against the Premises, and to the lien of all amendments, restatements, renewals, modifications, consolidations, refinancing, assignments, and extensions thereof, provided that the mortgage lienholder has executed, acknowledged, and delivered to Tenant a subordination, non-disturbance, and attornment agreement (“SNDA”) reasonably acceptable to it and Tenant. Notwithstanding the foregoing, any such lienholder may at any time subordinate its mortgage to this Lease, without Tenant’s consent, by notice to Tenant, and thereupon this Lease will be deemed prior to such mortgage without regard to their respective dates of execution, delivery, or recording and in that event such lienholder will have the same rights with respect to this Lease as though this Lease had been executed prior to the execution, delivery, and recording of such mortgage and had been assigned to such mortgage lienholder.
25. **Mechanics’ Liens**. Tenant will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work by Tenant on the Premises and will hold Landlord harmless from all losses, costs, or expenses based on or arising out of asserted claims or liens with respect to such work against the leasehold estate or against the interest of Landlord in the Premises or under this Lease. Tenant will give Landlord immediate notice of any lien or encumbrance against the Premises as a result of work by Tenant and cause such lien or encumbrance to be discharged within thirty (30) days of the filing or recording thereof; provided Tenant may contest such liens or encumbrances as long as such contest prevents foreclosure of the lien or encumbrance and Tenant causes such lien or encumbrance to be bonded or insured over in a manner satisfactory to Landlord within such thirty (30)-day period.
26. **Estoppel Certificates**. Tenant and Landlord agree, from time to time, but not more often than two (2) times in any calendar year (except in connection with a sale or financing, in which case there is no limit), within twenty (20) days after request of the other that is delivered pursuant to Section 5 of **Additional Terms and Conditions, Addendum 3**, to execute and deliver to each other, any prospective purchaser, or any lender for the Premises, an estoppel certificate in the form attached hereto as **Exhibit E**, with appropriate exceptions to the statements therein. Tenant acknowledges that a purchaser or lender may rely upon the truth of the matters set forth in any such estoppel certificate. The parties acknowledge that an estoppel certificate does not constitute an independent contractual undertaking or constitute representations, warranties or covenants or otherwise have legal effect (except as an estoppel from asserting any contrary fact or claim as that set forth in such certificate), or modify in any way, Tenant’s relationship, obligations, or rights vis-à-vis Landlord.
27. **Environmental Requirements**.
	1. Hazardous Materials Generally and Tenant Obligations. Except for Hazardous Materials used in connection with Tenant’s normal business operations as permitted by Environmental Requirements, including any packaged merchandise to be sold, handled, and/or held for shipment, maintenance of Tenant’s trucks and machinery, fuel (including liquid hydrogen or other alternative fuels) or batteries for any trucks, generators, other machinery, or Energy and Communications Related Improvements (all of which will be handled by Tenant in compliance with all Environmental Requirements, local Zoning, Building Codes and Restrictive Covenants), Tenant will not permit any Hazardous Material upon the Building or Land, or transport, store, use, generate, manufacture, or release any Hazardous Material in or about the Building or Land. Tenant, at its sole cost, to the extent required by Environmental Requirements, will investigate, remove, monitor, mitigate, and remediate Hazardous Materials released into or on the Building or Land by any Tenant Parties. Landlord will provide Cooperation Efforts to obtain or comply with any licenses, permits, or other governmental permissions required in connection with Tenant’s use of Hazardous Material in compliance with this Section. “Environmental Requirements” means all Legal Requirements relating to the protection of human health and the environment or exposure to hazardous substances or hazardous materials, including the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; the Occupational Safety and Health Act; all state and local counterparts thereto; and any regulations, policies, permits, or approvals promulgated or issued thereunder. “Hazardous Materials” means any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic under any Environmental Requirements.
	2. Landlord Representations. Landlord represents and warrants that except for information contained in the \_\_\_\_\_TBD\_\_\_\_\_\_\_\_\_ report dated \_\_\_\_\_\_\_\_\_\_\_, and prepared by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Phase I”), to Landlord’s actual knowledge, (i) the Building and the Land are free from Hazardous Materials and mold and there are no environmental conditions affecting the Building or the Land in violation of Environmental Requirements; (ii) there is no asbestos, asbestos-containing materials, presumed asbestos-containing materials, PCBs, or PCB-containing materials or equipment in, at, on or under the Building or the Land; (iii) there are no environmental reports or studies related to the Building or the Land other than the Phase I **[**and recite any Additional Reports**]**; (iv) there are no past, present, or threatened releases, disposals, discharges, dispersals, or emissions of Hazardous Materials at, in, on, under or emanating to or from the Building or the Land; (v) there are no, and have never been, any underground storage tanks or wells in, at, on or under the Building or the Land; and (vi) Landlord has provided Tenant with copies of all notices within its possession or control (x) from governmental entities in connection with actual or potential environmental conditions in, at, or on the Building or the Land; (y) from governmental entities relating to compliance with permits or Environmental Requirements; and (z) related to actual or threatened administrative or judicial proceedings in connection with environmental conditions in, at, or on the Building or the Land. Landlord represents and warrants that to its actual knowledge it conducted “all appropriate inquiries” as required to qualify as a “bona fide prospective purchaser” as those terms are used in 42 U.S.C. § 9601(40).
	3. Tenant Indemnification Obligation. Tenant will indemnify, defend, and hold Landlord harmless from and against any and all losses, liabilities, damages, costs, and expenses (including remediation, removal, repair, corrective action, or cleanup expenses, reasonable attorneys’ and consultants’ fees, and punitive and/or natural resource damages) (collectively, “Environmental Claims”) that are brought or recoverable against, or incurred by, Landlord as a result of any release of Hazardous Materials that Tenant is obligated to remediate as provided above or any other breach of the requirements under this Section 30 by any Tenant Party, regardless of whether Tenant had knowledge of such noncompliance, except to the extent caused by the negligence or willful misconduct of Landlord or any Landlord Party.
	4. Landlord Obligations. Landlord shall, at its sole cost, comply with, and cause the Building and the Land to comply with, all Environmental Requirements during the Lease Term except to the extent Tenant is required to do so under this Section 30. Without limiting the foregoing, Landlord shall, at its sole cost, promptly and diligently (i) investigate, remove, monitor, mitigate, and/or remediate (or, at Tenant’s election, reimburse Tenant for the costs to investigate, remove, monitor, mitigate, and/or remediate) any and all Hazardous Materials located in, on, and under the Building or the Land (other than those for which Tenant is responsible under this Section 30) to the extent required by Environmental Requirements, or as may be required for the health or safety of Tenant’s employees; and (ii) obtain, maintain, and comply with any and all permits required with respect to the Building and the Land under applicable Environmental Requirements, except for such permits specifically required and held by Tenant in connection with Tenant’s operations. Landlord shall indemnify, defend, and hold Tenant harmless from and against any and all Environmental Claims that are brought or recoverable against, or incurred by, Tenant arising from (x) any environmental condition existing prior to Tenant’s occupancy of the Premises in violation of Environmental Requirements; (y) the release of Hazardous Materials by Landlord or any Landlord Parties affecting the Premises and in violation of Environmental Requirements; or (z) any other breach of the requirements under this Section 30 by any Landlord Party, regardless of whether Landlord had knowledge of such noncompliance, except to the extent caused by the negligence or willful misconduct of Tenant or any Tenant Party.
	5. Remediation Obligations. If, during the Lease Term, Landlord or Tenant (each, a “Notifying Party”) reasonably believes that any Hazardous Materials are located in, under, on, or about the Building or the Land in violation of any Environmental Requirements (other than those that the Notifying Party is responsible for under this Section 30), then the Notifying Party shall promptly give the other party (the “Responding Party”) notice thereof (the “Hazardous Materials Notice”). Within thirty (30) days after receipt of the Hazardous Materials Notice, the Responding Party, at its sole cost, shall diligently conduct its own investigation, and shall commence to remove, monitor, mitigate, and/or remediate such Hazardous Materials to the extent required by Environmental Requirements, or as may be required for the health or safety of Tenant’s employees, within sixty (60) days after the Hazardous Materials Notice and thereafter diligently prosecute such activities to completion. If the Responding Party fails to perform its obligations under this Section 30(e), the Notifying Party may elect to perform such obligations on behalf of the Responding Party and the Responding Party shall reimburse the Notifying Party. Notwithstanding the foregoing, Tenant shall have no responsibility for the removal, monitoring, mitigation, and/or remediation of any Hazardous Materials present in the soil or groundwater underneath the Premises if such Hazardous Materials were initially released from a source off the Premises and migrated to the soil and groundwater underneath the Premises, and neither the initial release, nor the subsequent migration or expansion were caused by Tenant.
28. **Security Service**. Landlord is not providing any security services with respect to the Premises and will not be liable to Tenant for any loss by theft or any other damage incurred by Tenant in connection with any unauthorized entry into the Premises by any third party or any other breach of security, except to the extent such entry or breach of security is caused by the gross negligence or willful misconduct of any Landlord Party or a breach of this Lease by Landlord.
29. **Anti-Corruption**. Landlord acknowledges that Tenant Guarantor’s Code of Business Conduct and Ethics posted at <http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-govconduct> (the “Code”) prohibits the paying of bribes to anyone for any reason, whether in dealings with governments or the private sector. Landlord will not violate or knowingly permit anyone to violate the Code’s prohibition on bribery or any applicable anti-corruption laws in performing under this Lease. Landlord will maintain true, accurate and complete books and records concerning any payments made to another party by Landlord under this Lease, including on behalf of Tenant. Tenant and its designated representative may inspect Landlord’s books and records to verify such payments and for compliance with this Section.
30. **Waiver of Consequential Damages**. Notwithstanding anything to the contrary, neither Landlord nor Tenant will be liable to the other for consequential damages, such as lost profits or interruption of either party’s business, except that this sentence will not apply to (a) damages resulting from Tenant’s holdover, but only to the extent described in Section 22; or (b) Landlord’s breach of its confidentiality obligations under this Lease up to an amount equal to the lesser of six (6) months of Base Rent or the actual damages to Tenant.
31. **Option to Extend**. Tenant has options to extend the Lease Term as provided in **Extension Options, Addendum 2**.
32. **Additional Rights**.
	1. Right of First Refusal. Tenant has a right of first refusal to purchase the Building and the Land in accordance with **Exhibit G**.
33. **Public Announcements; Confidentiality**.

(a) Public Announcements. No Landlord Party will make public announcements regarding Tenant’s proposed or actual occupancy of the Premises without Tenant’s prior consent, which Tenant may withhold in its sole and absolute discretion, and Landlord will instruct its brokers, developers, contractors, subcontractors, agents, and consultants not to make or issue any public announcement regarding Tenant’s proposed or actual occupancy of the Premises; provided that Landlord may issue a press release regarding Tenant’s occupancy of the Premises only if such press release (i) is issued following (or simultaneously with, if required by Legal Requirements) the issuance of a press release by Tenant; (ii) does not contain information relative to Tenant or the Premises other than information contained in any press release(s) issued by Tenant or as otherwise approved by Tenant, in its sole and absolute discretion; and (iii) is approved in its final form by Tenant prior to release, such approval not to be unreasonably withheld. After the commencement of Tenant’s operations at the Premises, Landlord may list Tenant or Tenant’s ultimate parent’s name (but not its logo) and/or use a picture of the exterior of the Premises in lists of representative tenants or other marketing materials.

(b) Confidential Information. All information specifically labeled as “confidential” or that would reasonably be presumed to be confidential, including the terms and conditions of this Lease and all nonpublic information relating to Tenant’s technology, operations, customers, business plans, promotional and marketing activities, finances, and other business affairs (collectively, “Confidential Information”), that is learned by or disclosed to any Landlord Parties with respect to Tenant’s business in connection with this leasing transaction will be kept strictly confidential by such Landlord Parties and will not be used or disclosed to others without the express prior consent of Tenant, which Tenant may withhold in its sole and absolute discretion; provided that Landlord may (i) use Confidential Information for its confidential internal business purposes; (ii) disclose Confidential Information as required by Legal Requirements; and (iii) disclose the terms and conditions of this Lease to the Landlord Indemnitees, or potential purchasers or lenders, provided that Landlord ensures that parties receiving Confidential Information understand and agree in writing to be bound by the terms of this confidentiality provision. Notwithstanding Section 17(d), the provisions of this Section 36 will continue to bind Landlord after Landlord’s conveyance of the Premises or any portion thereof.

(c) **[IF LANDLORD IS PUBLIC ENTITY:** Public Disclosure Request. Upon Landlord’s receipt of a public records request for disclosure of this Lease or any Confidential Information, Landlord will (i) immediately give Tenant prior notice (including email notice to foia@amazon.com) in order to allow Tenant to seek a protective order or other appropriate remedy; (ii) disclose information only to the extent required by Legal Requirements; and (iii) use commercially reasonable efforts to obtain confidential treatment for any information that is so disclosed.**] <OR> [DELETE IF N/A]37. Energy and Communications Related Improvements**.

* 1. Energy and Communications Related Improvements. Tenant has use of the roof above the portion of the Building leased to Tenant. Subject to Legal Requirements, the Plan Approval Process, and structural limitations of the Building, Landlord will permit Tenant or Vendors to install, operate, test, inspect, and maintain in the Building, on the roof or exterior of the Building, or on the Land, in locations mutually acceptable to Landlord and Tenant, satellite dishes, cellular antennae, fiber optic lines, overhead or underground conduits, cabling, power lines, distribution systems, and related equipment (the “Energy and Communications Related Improvements”). Energy and Communications Related Improvements may include (i) renewable energy systems, including, solar energy systems (“Solar Energy Systems”), electric systems, hydrogen or other fuel cells, tanks, and related equipment, including ducts, risers, closets, pipes, lines, conduits, and distribution systems connecting the Energy and Communications Related Improvements to the utilities serving the Premises and/or directly to Tenant’s equipment in the Premises; and (ii) improvements appurtenant to the Energy and Communications Related Improvements, including parking lot canopies, concrete pads, and concrete or asphalt driveways. For purposes of the Plan Approval Process, Landlord will not withhold, condition, or delay its approval of plans and specifications for any Solar Energy System (collectively, the “Solar Plans”) unless (x) the Solar Energy System as described on the Solar Plans will undermine the integrity of the Building or roof; or (y) the Solar Plans have not sufficiently screened the rooftop portions of the Solar Energy System from view at ground level on all sides of the Building in a commercially reasonable manner. Tenant or Vendors may erect and maintain the Energy and Communications Related Improvements for a term that will expire or otherwise terminate prior to or concurrently with the termination, expiration or extension of the Lease Term. Tenant shall cause any Energy and Communications Related Improvements installed to be removed and any damage resulting therefrom to be repaired prior to the end of the Lease Term or any approved extensions of the Lease Term in accordance with Section 21. Tenant shall repair and otherwise be responsible for all roof damage, all roof penetrations and/or all roof leaks arising from installing, testing, monitoring, repairing, maintaining, and removing any of the Energy and Communications Related Improvements.
	2. Ownership; Use; Permits. Tenant or Vendors will own the Energy and Communications Related Improvements. The Solar Energy Systems and any renewable energy that is produced (including environmental credits and related attributes) are personal property, and will not be considered the property (personal or otherwise) of Landlord. Tenant pays all electrical costs resulting from the Energy and Communications Related Improvements. Landlord makes no representations or warranties to Tenant as to the permissibility of any Energy and Communications Related Improvements on, in, or under the Premises under Legal Requirements. Landlord will provide Cooperation Efforts to obtain or comply with any licenses, permits, or other governmental permissions required in connection with the Energy and Communications Related Improvements. For any Tenant Default related to the Energy and Communications Related Improvements, Landlord will give Tenant an additional ten (10)-day notice and cure period beyond the period in Section 23(c) to allow Tenant to give notice to Vendor and coordinate the cure of such default.
	3. Installation. If any Energy and Communications Related Improvements installation requires roof penetrations, Tenant or Vendors will use a contractor approved by Landlord and will cause such work to be done in a manner that preserves any roof warranty held by Landlord. If required by Landlord’s roofing manufacturer, Landlord (as the owner of the Premises and the holder of the roof warranty) will execute a roof manufacturer overburden waiver (or similar document) and Tenant or Vendors will comply with its terms.
	4. Access; Cooperation. Landlord will grant Tenant and Vendors access to the Premises for purposes of installing, testing, monitoring, repairing, maintaining, and removing any of the Energy and Communications Related Improvements, including allowing Tenant and Vendors to (i) bring fiber optic lines to the Premises (including establishing one or more additional pathways to the Building) and install fiber distribution panels within the Building to provide connectivity to the Premises; (ii) install, monitor, and maintain other equipment within the Building to provide, receive, and monitor telephone and network connectivity to the Premises, and power from the Energy and Communications Related Improvements to the Premises or to Tenant’s Property; (iii) bring overhead or underground conduit, cabling, and other power lines and distribution systems on the Land (including establishing one or more additional pathways to the Building from the Energy and Communications Related Improvements); (iv) access the Premises to refill tank(s) with liquid hydrogen; and (v) access and use existing easement areas and telecommunications ducts, risers, closets, and conduits serving the Building and the Premises, penetrate the slab or roof, and remove and replace portions of the curbing, pavement, and sidewalks in each case as reasonably necessary for any of the foregoing. All such work by Tenant or Vendors will be subject to the Plan Approval Process. Without imposing additional costs or restrictions, Landlord will execute any easement, right of entry agreement, or similar agreement reasonably requested in connection with the provision of services to the Premises by any Vendors. Notwithstanding anything to the contrary, Landlord will have no liability to Tenant for any damage or interruption of utility or other service to the Premises resulting from any activities of Vendors. Subject to Sections 9 and 15, Tenant will repair all damage to the Premises caused by Vendors, their work or installations or the removal of such work or installations, to the extent such work is done by or on Tenant’s behalf.
1. **Credits and Incentives.**
	1. At Tenant’s sole cost, Tenant may seek from the federal, state, and local agencies and authorities (the “Authorities”) economic development incentives including the creation of an enterprise zone, tax abatements, tax increment financing, job training grants, utility-related incentives, and/or industrial revenue bonds in connection with Tenant’s decision to conduct business on the Premises (the “Incentives”).
	2. Upon Tenant’s request, Landlord will provide Cooperation Efforts and its costs incurred in connection with the construction or operation of the Building and the Land, if known, in such manner and detail as may be reasonably requested by Tenant and the Authorities in order to obtain and maintain the Incentives. Such documentation will only be for the purpose of obtaining and maintaining the Incentives and will not be binding upon any other parties, including any lender of Landlord. Tenant will be solely responsible for all reporting obligations required in connection with the Incentives.
	3. All Incentives are for the benefit of Tenant and will be passed through to Tenant by Landlord in a manner reasonably acceptable to Tenant, Landlord, and the Authorities so that, to the maximum extent possible, Tenant is placed in the same financial position as if it received such Incentives directly.
	4. Landlord will not modify or terminate the Incentives without Tenant’s prior consent and will follow Tenant’s reasonable written instructions as to the implementation and use of the Incentives.
2. **Additional Terms and Conditions**. **Additional Terms and Conditions, Addendum 3** contains additional standard terms and conditions of this Lease.
3. **Tenant Guaranty**. Tenant Guarantor has provided a limited guaranty for Tenant’s payment obligations in this Lease in the form attached as **Exhibit H** (the “Guaranty”).
4. **Landlord Representation—Potential Conflicts of Interest**. Landlord represents and warrants that Landlord has disclosed to Tenant if any of its principals or their immediate family members are employed by (a) governmental agencies with jurisdiction over the Work or Initial Improvements, or (b) Tenant or a Tenant Affiliate.

[SIGNATURES ON NEXT PAGES]

 Landlord and Tenant have executed this Lease on the dates set forth below, to be effective as of the later of the dates shown below (the “Effective Date”).

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| --- | --- |
|  | **LANDLORD:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | **WITNESS:**By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |
|  |

**TENANT:**

**[Amazon.com Services LLC]**,

a [Delaware limited liability company]

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**WITNESS:**

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDENDUM 1

# BASE RENT AND OPERATING EXPENSE EXCLUSIONS

1. **Base Rent**.

|  |  |  |
| --- | --- | --- |
| **Time Period** | **Monthly Base Rent** **Per Square Foot** | **Monthly Base Rent** |
| Rent Abated January 1, 2022 to March 31, 2022 | As selected by Tenant in RFP | As selected by Tenant in RFP |
| April 1, 2022 to March 31, 2032 | As selected by Tenant in RFP | As selected by Tenant in RFP |
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The first increase in Base Rent (the “Base Rent Escalation”) will occur twelve (12) months from the Commencement Date, and subsequent increases will occur every twelve (12) months thereafter. The rate of the Base Rent Escalation shall be a fixed rate of 5.3% increase to the prior year’s Base Rent excluding any rent abatement if any[or instead of fixed rate it could be “the higher of 3.0% or the annual rate of change in the Consumer Price Index CPI-U for all consumers published closest to the anniversary of the Commencement Date.”]

If the Commencement Date does not occur on the first day of a calendar month, then the Base Rent Escalation will occur on the first day of the first full calendar month following the date that is twelve (12) months from the Commencement Date.

For purposes hereof, (a) the Base Rent will be abated commencing on January 1, 2022 and ending March 31, 2022. Tenant will pay Operating Expenses during this period; (b) Tenant’s obligation to pay Base Rent and Operating Expenses will commence on April 1, 2022

1. **Operating Expense Exclusions**. Tenant will not be responsible for the following costs: (1) costs incurred in connection with the original construction, or subsequent reconfiguration or upgrade, of the Building or the Land; (2) costs of correcting (a) design and structural defects during the Lease Term, or (b) any latent defects during the first five (5) years of the Lease Term, provided that, for the purposes of this clause (2), conditions (not occasioned by subsurface conditions, or design, structural or latent defects) resulting from ordinary wear and tear and use will not be deemed defects; (3) real estate brokers’ commissions, renovations, tenant improvements, or other costs incurred for attracting tenants or with respect to other rentable area; (4) costs resulting from the negligence or willful misconduct of any Landlord Party or the default of Landlord under this Lease or any other agreement affecting Landlord, the Building, or the Land; (5) legal, accounting, or professional fees and costs incurred in connection with lease negotiations, administration, the audit of any Landlord financial materials and requests related to any assignment or sublease; (6) interest and principal payments or other amortization or depreciation charges on the Building or the Land (including the Building systems and equipment) or the indebtedness of Landlord; (7) overhead and profit paid to subsidiaries or affiliates of Landlord for management or other services, or for supplies or other materials, to the extent the amounts incurred exceed those that would have been reasonably incurred if such supplies, materials, or services were obtained from unrelated third parties; (8) contributions to any political or charitable persons or entities; (9) costs for the acquisition or maintenance of art; (10) advertising, marketing, and promotion costs; (11) costs associated with the operation of the entity that constitutes Landlord, as distinguished from costs of operation of the Building and the Land; (12) costs for which Landlord receives reimbursement under warranties or by insurers, other tenants, or third parties; (13) reserves (except building exterior painting); (14) costs incurred to comply with Environmental Requirements or to investigate, remove, remediate, or respond to any claim related to Hazardous Materials (but Tenant’s responsibility for Hazardous Materials brought onto the Premises by any Tenant Party will be governed by Section 30); (15) costs of capital repairs or replacements unless amortized in equal monthly installments over their useful lives in accordance with GAAP; (16) costs and expenses incurred in leasing equipment or systems that would ordinarily constitute a capital expenditure if such equipment or systems were purchased, to the extent such rental charges exceed the amortization charge, if any, that would have been permitted had the item been purchased; (17) costs of repairs or other work necessitated by fire, windstorm, or other casualty and costs of repair or other work necessitated by the exercise of the right of eminent domain; (18) cost of insurance coverages not generally carried by landlords of similar buildings in the area; (19) insurance deductibles and co-insurance payments; provided that no more than $200,000 of insurance deductibles in the aggregate may be included in Operating Expenses for any one insured event; (20) interest or penalties due to the late payment of taxes, utility bills, or other costs; (21) costs, including fines, penalties, and legal fees incurred, due to violations by any Landlord Party, or any other tenant or occupant of the Building or the Land, of Legal Requirements, contracts, or leases pertaining to the Building or the Land, or title matters; (22) any amount paid to an owners’ association of which the Building and the Land are a part or paid in connection with any covenants, conditions, and restrictions or other title matters affecting the Building and the Land if such costs would be excluded from Operating Expenses pursuant to other provisions of Section 6 of this Lease and this Addendum 1; (23) rent under any ground lease or master lease; (24) costs incurred in connection with the financing or transfer of the Building or the Land (including the cost of any lender’s policy of title insurance) or any interest therein; (25) the cost of any action that is specifically Landlord’s expense under this Lease or any costs for which Landlord is required to pay or reimburse Tenant (including the cost of any repairs or replacements covered by Landlord’s express warranties set forth in this Lease); (26) expenses that are separately metered or calculated and that are billed separately to Tenant or one or more other tenants, as applicable; (27) wages, salaries, and other compensation paid to personnel above the grade of property manager; (28) Landlord’s general overhead and any other expense not directly related to the Building and the Land; (29) property management fees in excess of the PM Fee Cap; (30) to the extent not already covered above, any maintenance obligations of Landlord listed as “Landlord Maintenance Obligations – Non-Recoverable” on **Exhibit D** .
2. **Tenant Improvement Allowance.**  Landlord offers to Tenant, as an inducement to enter into this agreement, an allowance of \_\_\_\_\_ dollar ($x.xx) per square foot for the Building to fund real estate improvements to the Premises included in the cost of Base Rent described in Section 1 of this Addendum 1. The scope of the real estate improvements shall be as described in Addendum 5 – Work Letter. Any unused allowance will be paid to Tenant within thirty (30) days of the completion of the work described in Addendum 5 – Work Letter.
3. **Option for Landlord Financing of Real Estate Improvements exceeding the Tenant Improvement Allowance.** If Tenant desires for the Landlord or a General Contractor of their choosing, acceptable to the Landlord, to make additional improvements to the real estate that exceed the cost of the Tenant Improvement Allowance, the Landlord will finance the additional cost up to three million five hundred thousand dollars ($3,500,000.00). Landlord will finance the Tenant approved amount at 8% interest fully amortized over 120 monthly payments, due and payable as Base Rent when and where Base Rent is due under the same terms and conditions, except if rent had already commenced before the completion of the improvements so financed are completed, Tenant will make an initial payment to get caught up with the 120 payments scheduled for the initial Term of the Lease and Tenant will not be required to pay any late payment fees for the initial catch-up payment. Likewise, if any system of the Premises can no longer be maintained and requires replacement, the Landlord will replace the system that can no longer be maintained (for example HVAC systems or pavement) and will add to the monthly Rent the cost of replacement financed at 8% over the useful life of the improvement, (Landlord shall obtain at least two (2) bids, and provide copies upon Tenant’s request). If the useful life of the improvement ends during the Lease Term, the payment for such added improvements will end.

ADDENDUM 2

EXTENSION OPTIONS

1. Tenant (or any Permitted Transferee or Transferee) has the right to extend the Lease Term for five additional term(s) of \_5\_ years each (each, an “Extension Term”) commencing on the day following the expiration of the Lease Term (each, a “Commencement Date of the Extension Term”). Tenant will give notice (the “Extension Notice”) of its election to extend the Lease Term at least two hundred seventy (270) days prior to the scheduled expiration of the Lease Term (the “Extension Notice Deadline”).
2. The Base Rent during the first two available Extension Terms shall continue the annual escalations as defined in the initial Lease Term. Thereafter for any subsequent applicable Extension Term will be \_one hundred\_ percent (100%) of the then-prevailing market rate for new leases for comparable space in comparable buildings in the area (“Fair Market Rent”). Fair Market Rent will reflect all monetary and non-monetary concessions being granted to tenants for comparable renewal transactions, including brokerage commissions, and improvements paid for by tenant improvement allowances. Fair Market Rent will be adjusted to take into account the size of the Premises, the length of the Extension Term, and the credit of Tenant (except that, so long as Tenant is a wholly-owned subsidiary of Amazon.com, Inc. or its successor or of a subsidiary or sister company of Amazon.com, Inc. or its successor, the credit of Amazon.com, Inc. or its successor will be taken into account rather than the credit of Tenant), but will be calculated without taking into account any improvements paid for by Tenant or deemed owned by Tenant in accordance with Section 19 of **Additional Terms and Conditions, Addendum 3**.
3. Landlord will notify Tenant of its determination of the Fair Market Rent (consistent with the methodology reflected in the paragraph above) and of the Extension Notice Deadline for the applicable Extension Term no earlier than four hundred twenty-five (425) days and no later than three hundred sixty-five (365) days prior to the scheduled expiration date of the Lease Term (“Landlord’s FMR Notice”). The Extension Notice Deadline will be extended one day for every day Landlord has failed to provide Landlord’s FMR Notice by the time period set forth herein. If Landlord has provided Landlord’s FMR Notice and Tenant disagrees with Landlord’s determination of the Fair Market Rent, Landlord and Tenant will confer for a period of thirty (30) days after the date of Tenant’s receipt of Landlord’s FMR Notice in an attempt to agree on the Fair Market Rent. In the event Landlord and Tenant fail to reach an agreement on such rental rate within such thirty (30)-day period, then if Tenant provides its Extension Notice by the later of thirty (30) days after receipt of Landlord’s FMR Notice or the Extension Notice Deadline, the Fair Market Rent that will be used in computing Base Rent for the applicable Extension Term will be determined as follows: within five (5) Business Days after the expiration of the thirty (30)-day period described above, Landlord and Tenant will each select an appraiser with at least ten (10) years’ experience in the market in which the Premises are located. The two (2) appraisers will exchange their respective determinations of Fair Market Rent within ten (10) days after their selection, and if the lower appraisal is not less than ninety percent (90%) of the higher appraisal, then the two (2) appraisals will be averaged and the result will be the Fair Market Rent. However, if the two (2) appraisers are unable to agree on the Fair Market Rent or the lower appraisal is less than ninety percent (90%) of the higher appraisal, they then will select a similarly qualified third appraiser (the “Neutral Appraiser”). Within twenty (20) days after selection of the Neutral Appraiser, each of Landlord’s appraiser and Tenant’s appraiser will provide the Neutral Appraiser with their respective determinations of Fair Market Rent that were previously exchanged between the two (2) appraisers, and the Neutral Appraiser will provide his or her determination of Fair Market Rent. The Fair Market Rent will be deemed the rate set forth in the appraisal submitted by an appraiser appointed by a party that is closest in dollar amount to the appraisal submitted by the Neutral Appraiser. Each party will pay the cost of its own appraiser and the parties will share the cost of the Neutral Appraiser equally. If Landlord has not provided Landlord’s FMR Notice by the Extension Notice Deadline, then Tenant may trigger the appraisal procedure described herein by providing notice to Landlord within thirty (30) days following the Extension Notice Deadline, and Fair Market Rent will be determined in accordance with such appraisal procedure.
4. Except for the Base Rent as determined above, Tenant’s occupancy of the Premises during the applicable Extension Term will be on the same terms and conditions as are in effect immediately prior to the expiration of the Lease Term; provided that Tenant will have no further options to extend this Lease once all options set forth in this **Extension Options, Addendum 2** have been exercised.
5. If this Lease is extended for an Extension Term, then Landlord will prepare an amendment to this Lease confirming the extension of the Lease Term and the other provisions applicable thereto and Landlord and Tenant will execute the amendment within thirty (30) days after agreement on the final form of such amendment, provided that any such extension will be effective irrespective of the execution of any such amendment.
6. If Tenant exercises its right to extend the Lease Term for an Extension Term pursuant to this Addendum, the term “Lease Term” as used in this Lease will be construed to include the applicable Extension Term.

ADDENDUM 3

ADDITIONAL TERMS AND CONDITIONS

1. **Conflict; Amendment**. This Lease and any non-disclosure agreement between Landlord and Tenant (or any of their affiliates) (the “NDA”) constitute the complete agreement of Landlord and Tenant with respect to the subject matter hereof. In the event of any conflict between the NDA and this Lease regarding information about the Premises or this Lease, this Lease will control. In the event of any conflict between any exhibits or addenda attached to this Lease and this Lease, such exhibits or addenda will control. Any capitalized terms used but not defined in any exhibit or addendum will have the same meaning ascribed to them in this Lease. No representations, inducements, promises, or agreements are effective unless contained in this Lease or the NDA, and any prior agreements, promises, negotiations, or representations are superseded by this Lease and the NDA. This Lease may not be amended except in a written agreement signed by both parties.
2. **Brokers**. Each party represents and warrants that it has dealt with no broker, agent, or other person in connection with this transaction and that no broker, agent, or other person brought about this transaction, other than the Brokers, whom Landlord agrees to compensate per separate agreement (a copy of which will be provided by Landlord to Tenant), and each party agrees to indemnify and hold the other harmless from and against any claims by any other broker, agent, or other person claiming a commission or other form of compensation by virtue of having dealt with the other party with regard to this transaction.
3. **Severability**. If any provision of this Lease is determined to be illegal, invalid, or unenforceable under Legal Requirements, the parties intend that the remainder of this Lease will not be affected thereby. In lieu of each provision of this Lease that is illegal, invalid, or unenforceable, there will be added, as a part of this Lease, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
4. **Joint and Several Liability**. If and when included within the term “Tenant,” there is more than one person, firm, or corporation, each will be jointly and severally liable for the obligations of Tenant. If and when included within the term “Landlord,” there is more than one person, firm, or corporation, each will be jointly and severally liable for the obligations of Landlord.
5. **Notice**. All notices, approvals, consents, requests, or demands required or permitted to be given by either party will be in writing and will be delivered (except as otherwise provided in this Lease) (a) personally; (b) by depositing with the United States Postal Service, postage prepaid, by registered or certified mail, return receipt requested; (c) by a nationally-recognized delivery service providing proof of delivery; or (d) by email, provided that, for delivery pursuant to this clause (d), a copy is also sent pursuant to either clause (a), (b), or (c) above, and in all such events, properly addressed to the addresses set forth on **Notice Addresses, Addendum 4**. Except where otherwise expressly provided to the contrary, notice is deemed given upon delivery (or, in the case of delivery via the method described in (b), the earlier of delivery or three (3) days following the date of depositing), or when delivery is refused. Either party may change its notice address by giving notice in the manner set forth above. Landlord agrees that notices sent to the address(es) shown on **Notice Addresses, Addendum 4** are all of the parties who comprise Landlord who are entitled to notice under this Lease.
6. **Consent**. Except as otherwise expressly provided in this Lease, neither party will unreasonably withhold, condition, or delay any consent or approval to be given pursuant to this Lease.
7. **No Waiver**. Notwithstanding any law, usage, or custom to the contrary, each party may enforce this Lease in strict accordance with its terms; and the failure to do so will not create a custom contrary to the specific terms, provisions, and covenants of this Lease or modify the same, and a waiver by either party to enforce its rights pursuant to this Lease or at law or in equity will not be a waiver of such party’s rights in connection with any subsequent default. The receipt of rent or other payment by either party with knowledge of the breach of any term, provision or covenant of this Lease will not be a waiver of such breach. No waiver by either party will be deemed to have been made unless expressed in writing and signed by such party.
8. **Memorandum of Lease**. Upon Tenant’s request, Landlord will execute a memorandum of lease in the form of **Exhibit F**, which Tenant may record at Tenant’s sole cost. Landlord will not record a memorandum of lease without Tenant’s prior consent, in its sole and absolute discretion.
9. **Not a Binding Offer**. The submission by Landlord or Tenant of this Lease will have no binding force or effect, will not constitute an option for the leasing of the Premises, nor confer any right or impose any obligations upon either party, until execution and delivery of this Lease by both parties.
10. **Word Usage**. Words of gender used in this Lease will be held and construed to include any other gender, and words in the singular will be held to include the plural, unless the context otherwise requires. The captions inserted in this Lease are for convenience only and in no way define, limit, or otherwise describe the scope or intent of any provision of this Lease, or in any way affect the interpretation of this Lease. The words “includes” or “including” are used in this Lease to provide information that is illustrative or exemplary, and not exclusive or exhaustive.
11. **Legal Counsel**. Landlord and Tenant each acknowledge that it has had the opportunity to review this Lease with legal counsel of its choice, and ambiguities will not be construed or interpreted against the drafter.
12. **Interest**. Any amount owing by either party pursuant to this Lease that is not paid within five (5) Business Days after receipt of notice that such amount is past due will bear interest from the due date until paid in full at the lesser of the highest rate permitted by Legal Requirements or twelve percent (12%) per year, provided that no interest will be due until the second (2nd) such event in any three hundred sixty-five (365)-day period. If any Legal Requirement is judicially interpreted so as to render usurious any interest called for under this Lease, then it is the parties’ express intent that all excess amounts theretofore collected be credited on the applicable obligation (or, if the obligation has been or would thereby be paid in full, refunded to the applicable party), and, without needing to execute any new document, this Lease will be deemed immediately reformed and the amounts thereafter collectible reduced so as to comply with Legal Requirements while permitting the recovery of the fullest amount otherwise called for under this Lease. Notwithstanding the aforesaid, the penalties for late payment of rent shall be as described in Section 5 of the Lease.
13. **Choice of Law; Venue**. Construction and interpretation of this Lease will be governed by Legal Requirements of the state in which the Premises are located, excluding any principles of conflicts of laws. Except for any disputes resolved under the Expedited Arbitration Process, any other dispute arising under, in connection with, or incident to this Lease or the Guaranty or about their interpretation will be resolved exclusively in the state or federal courts located in the county in which the Premises are located. Each of the parties irrevocably submits to those courts’ venue and jurisdiction for such disputes.
14. **Time is of the Essence**. Subject to Section 24 of this **Additional Terms and Conditions, Addendum 3**, time is of the essence as to the performance of each party’s obligations under this Lease.
15. **Business Day**. “Business Day” means any day that is not a Saturday, Sunday, or state or federal holiday. **Business Hour.** “Business Hour” means between 8:00am and 5:00pm local time where the Premises are located.
16. **Counterparts; Electronic Signatures**. Landlord or Tenant may deliver executed signature pages to this Lease by electronic means to the other party, and the electronic copy will be deemed to be effective as an original. This Lease may be executed in any number of counterparts, each of which will be deemed an original and all of which counterparts together will constitute one agreement with the same effect as if the parties had signed the same signature page.
17. **Authority; Consent**. Each party represents to the other that it has the full right and authority to bind itself without the consent or approval of any other person or entity and that it has full power, capacity, authority, and legal right to execute and deliver this Lease and to perform all of its obligations hereunder. Landlord further represents and warrants that no consent of any lender or any other party is required for this Lease, or such consent has been obtained and evidence of same has been delivered to Tenant.
18. **No Joint Venture or Partnership**. It is the express intention of both Landlord and Tenant that this Lease be considered a lease between Landlord and Tenant for all purposes, including federal and state tax purposes. Nothing in this Lease will be construed as creating a joint venture, partnership, tenancy-in-common, joint tenancy, financing (except as described in Addendum 2), agency, or any relationship other than a landlord-tenant relationship between Landlord and Tenant, express or implied, including for federal and state tax purposes. The parties will treat this Lease as a lease in their separate books and records and in any reports to any third party.
19. **Tax Treatment of Improvements**. For federal tax purposes, the parties intend that Tenant will not be treated as recognizing gross income as a result of receiving any allowance from Landlord, to the maximum extent permitted under Legal Requirements. Consistent therewith, the parties intend that any “qualified lessee construction allowance” (as defined in section 110 of the Internal Revenue Code of 1986, as amended, and the Treasury regulations thereunder (the “section 110 rules”)) will qualify for the benefits accorded such allowances under the section 110 rules. The parties intend that any amount received in cash by Tenant from Landlord (or that is treated as a rent reduction) is, unless otherwise agreed to in writing by the parties, for the purpose of constructing or improving “qualified long-term real property” (as defined in the section 110 rules) for use in Tenant’s trade or business at the “retail space” (as defined in the section 110 rules), which constitutes the Premises subject to this Lease. With respect to any “qualified lessee construction allowance” (as defined in the section 110 rules), Landlord and Tenant will comply with the section 110 rules, including the expenditure, consistent treatment, and information reporting rules under Treasury regulations section 1.110-1(b)(4), (5) and -1(c). In addition, the parties agree that Landlord will be treated for all purposes, including tax purposes, as the owner of any improvements that were paid for with, or reimbursed by, an allowance (the “Landlord Percentage”) and Tenant will be treated for all purposes, including tax purposes, as the owner of any improvements to the extent that the cost for such improvements exceeds any allowance provided by Landlord or was otherwise paid for by Tenant (the “Tenant Percentage”). Unless required to adopt a contrary position as a result of an administrative or judicial proceeding, the parties agree to file all federal income tax returns in a manner consistent with, and to take no action inconsistent with, the intentions set forth in this paragraph. The parties will provide each other with such cooperation as is reasonably necessary to implement the intentions of this paragraph.
20. **Survival**. All obligations of Landlord and Tenant hereunder not fully performed as of and intended to survive the termination of the Lease Term will survive the termination of the Lease Term for a period of two (2) years, including indemnity obligations, confidentiality obligations, obligations under Section 30 of this Lease, payment and reconciliation obligations and audit rights with respect to Operating Expenses, and obligations concerning the condition, repair, and/or surrender of the Premises.
21. **Attorneys’ Fees**. The prevailing party in any action to enforce this Lease will be entitled to receive from the other party all reasonable expenses, including legal fees and disbursements paid or incurred by the prevailing party in such action.
22. **Quiet Enjoyment**. So long as there is no continuing Tenant Default, Tenant will, at all times during the Lease Term, have peaceful and quiet enjoyment of the Premises free from claims arising by or through Landlord.
23. **Waiver of Jury Trial**. TO THE EXTENT PERMITTED BY LEGAL REQUIREMENTS, THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN THE PARTIES ARISING OUT OF THIS LEASE, THE GUARANTY OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO.
24. **Force Majeure**. Neither party will be held responsible for delays in the performance of its obligations hereunder when caused by abnormal inclement weather; acts of terrorists, war (whether declared or not), pandemics (whether declared or not) or national conflicts; strikes, lockouts, labor disputes, boycotts or work stoppages not caused by or limited to Landlord, or its contractors or subcontractors; natural disasters, such as earthquake, hurricane or flood; governmental restrictions, regulations or controls; or delay in obtaining or inability to obtain (1) labor, (2) materials or reasonable substitutes, or (3) Approvals, beyond time periods typical for the area (despite using commercially reasonable efforts to obtain)for items (1), (2), and (3) above, in each case that (a) could not reasonably have been anticipated by such party; (b) is beyond the reasonable control of such party; and (c) could not be prevented or overcome, wholly or in part, by the exercise of due diligence by such party (“Force Majeure”), provided that this will not apply (i) to excuse any failure of either party to comply with any monetary obligations hereunder; (ii) to delay the date on which Tenant is entitled to exercise self-help rights; or (iii) only to the extent provided in Section 15 of this Lease, to delay the date on which either party is permitted to terminate this Lease or exercise other rights following a casualty. The parties acknowledge that extension of some of the deadlines in Section 1 of this Lease and elsewhere in this Lease for Force Majeure is limited as set forth in such sections. If Force Majeure occurs, the party claiming Force Majeure (the “Claiming Party”) will give written notice to the other party within three (3) days after first learning of the occurrence of the Force Majeure. If the Claiming Party fails to give such timely notice, the Claiming Party will have the extension in deadlines to which it would otherwise be entitled to (but for the late notice), reduced on a day-for-day basis for each day that the notice is late. In addition, Landlord will promptly notify Tenant by sending an email to OpsRELegalnotice@amazon.com if Landlord or its agents, subcontractors, or consultants or any party acting on their behalf is directly or indirectly asked by any person to make or offer any payment to a government official or authority (or any other person at a government official’s request or with such official’s assent or acquiescence) where making or offering the payment would cause Landlord to violate, or be in violation of, any Legal Requirements or this Section. As used herein, “Approvals” means any permit, consent, approval, authorization, agreement, waiver, easement, right of way, license or similar item that must be obtained from any person (including both private persons and governmental authorities) in order for work to be performed or Tenant to operate its business at the Premises.
25. **Expedited Arbitration Process**. “Expedited Arbitration Process” means arbitration according to the then-current Expedited Procedures under the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA”), modified as follows: (a) there will be one arbitrator who is selected utilizing the then-current AAA process and who has at least ten (10) years of relevant experience; (b) the arbitration will be conducted through document submission without a hearing; and (c) the arbitrator will issue a final decision within sixty (60) days after confirmation of the appointment of the arbitrator. The arbitrator will have no decision-making authority other than to select either the determination or recommendation of Landlord or Tenant as final and conclusive after due consideration of the factors to be taken into account under the applicable provisions of this Lease. The arbitrator’s determination will be binding upon the parties. The costs and fees of the arbitrator will be shared equally by Tenant and Landlord.

ADDENDUM 4

NOTICE ADDRESSES

**LANDLORD’S NOTICE ADDRESS:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:

[insert mailing address (no P.O. Boxes) email, and telephone no.]

With copy to:

[insert mailing address (no P.O. Boxes) and telephone no.]

**FOR REQUESTS FOR CONSENT TO TENANT-MADE ALTERATIONS UNDER SECTION 12, EMAILS TO BE SENT TO LANDLORD AT:** [insert email address]

**FOR NOTICE OF A MATERIAL INTERFERENCE UNDER SECTION 25(a), EMAILS TO BE SENT AS FOLLOWS:**

To Landlord: [insert email address] with mobile phone no.

To Tenant: email addresses set forth below.

**TENANT’S NOTICE ADDRESS:**

c/o Amazon.com, Inc.

Attention: Real Estate Manager (NA Ops: [Site Code])

Attention: General Counsel (Real Estate (NA Ops): [Site Code])

Attention: NA Ops Asset Management ([Site Code])

Each with an address of:

410 Terry Ave. N

Seattle, WA 98109-5210

Telephone: (206) 266-1000

With copies to:

naops-propmgmt@amazon.com; OpsRELegalnotice@amazon.com;

na-realestate@amazon.com; naops-rent@amazon.com

using the subject line—Re: [Site Code] and reason for the notice (e.g., default, cease & desist, bribery or anti-corruption)

[*INSERT ADDITIONAL ADDENDA AS APPLICABLE]*

## EXHIBIT A

## SITE PLAN FOR PREMISES



ADDED 115 PARKING SPACES TO A TOTAL OF 275

(80) CROSS-DOCK DOORS, (40) EACH SIDE

PHASE I

650,250 SF

EST. COMPLETION 12/31/21

DRIVE-THRU RAMPS EACH SIDE

PHASE II

EXPANSION AVAILABLE UP TO

941,850 SF

ADDED NET OF 225 TRAILER DROPS TO A TOTAL OF 400 USING UNNEEDED DOCK POSITIONS

## EXHIBIT A-1

## LEGAL DESCRIPTION OF LAND



**EXHIBIT A-2**

## SITE PLAN FOR PARK

****

EXP AREA

KRB2 AMAZON SITE

**SOUTHPOINT BUSINESS PARK – PRINCE GEORGE VIRGINIA**

**EXHIBIT B**

**PERMITTED EXCEPTIONS**

**SUBJECT TO UPDATE FROM AS-BUILT ALTA TITLE UPDATE**



**EXHIBIT C**

**FORM OF NOTICE OF LEASE TERM DATES**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To: [INSERT TENANT ENTITY]

c/o Amazon.com, Inc.

Attention: Real Estate Manager (NA Ops: [Site Code])

Attention: General Counsel (Real Estate (NA Ops): [Site Code])

Attention: NA Ops Asset Management ([Site Code])

Each with an address of:

410 Terry Ave. N

Seattle, WA 98109-5210

Telephone: (206) 266-1000

RE: Lease Agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Landlord”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Tenant”), concerning the Premises located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Lease”).

Capitalized terms used herein, but which are not defined herein, will have the meanings given to such terms in the Lease.

In accordance with the Lease, Landlord represents the following:

1. That Tenant has possession of the Premises and acknowledges that under the provisions of the Lease the Lease Term will commence as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for a term of \_\_\_ months ending on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. That, in accordance with the Lease, Base Rent commences to accrue on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**LANDLORD**:

a

By:

Name:

Title:

Date:

Acknowledged:

**TENANT**:

a

By:

Name:

Title:

Date:

**EXHIBIT D**

**MAINTENANCE OBLIGATIONS (SINGLE-TENANT)**

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| **LANDLORD MAINTENANCE OBLIGATIONS – OPERATING EXPENSES (RECOVERABLE)** |
| Item | Description of Service | Controllable[[1]](#footnote-1) |
| **Catch basins (parking lot and drive aisles)** | Permits, regulatory compliance, maintenance, restoration | Yes |
| **Electrical system** | Maintenance, repair, and replacement of transformer, electrical switchgear, and other components of the electrical system located outside the Premises or subgrade | Yes |
| **Exterior paint** | Paint building exterior to mutually-agreeable color and design once every 10 years and touch up more frequently as needed to maintain a uniform aesthetic | Yes |
| **Exterior pumps** | General maintenance and repair | Yes |
| **Fire sprinkler and fire protection systems** | Any capital repair/replacement of fire/life safety system installed as part of the Base Building Specifications (“Base F/LS System”), including any maintenance and capital repair/replacement of any fire water tank. Landlord to provide copies of maintenance, repair and replacement logs upon Tenant’s request. | Yes |
| **Ground irrigation** | Maintenance and replacement of system elements, as needed | Yes |
| **Gutters, scuppers, downspouts, and storm water systems** | Preventative maintenance and repair | Yes |
| **Parking lots and drive surfaces** | Preventative maintenance, restoration, sealing, striping | Yes |
| **Parking lot lighting** | Maintenance, repair and replacement | Yes |
| **Pest control** | Exterior only, as needed. Upon Tenant’s request, Landlord to provide Tenant with a copy of Landlord’s rodent and pest control plan (including chemicals used) and Tenant will have right to reasonably approve of same. | Yes |
| **Roof**  | Annual inspections, leak repair, preventative maintenance, as needed to maintain warranty | Landlord shall maintain |
| **Snow removal—roof only** | Snow and ice removal from roof, awnings, and overhangs, including drain clearing | No |
| **Subgrade utility lines** | Maintenance, repair, and replacement of all subgrade utility lines, including sewer, plumbing, pumps, and lift stations, if any | Yes |
| **Swales and retention/detention ponds** | Permits, regulatory compliance, maintenance, restoration | Yes |

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| **LANDLORD MAINTENANCE OBLIGATIONS – CAPITAL IMPROVEMENTS (NON-RECOVERABLE)\*** |
| Item | Description of Service | Controllable |
| **Exterior signage—Landlord installed** | Repair, replace, upgrade Landlord signage as needed to maintain professional aesthetic | N/A |
| **Landscaping (non-recurring service)** | Items exceeding general maintenance such as tree removal or trimming, replacement (including annual color replacement), re-grading, overhauling, etc. | N/A |
|  |  |  |
| **Structure of building, including structural mezzanines and platforms** | Maintain, repair, and replace, as needed | N/A |
| **Roof replacement and structural repair** | Repair and replacement of roof deck and structural components | N/A |
| **Roof membrane and above-deck roof components** | Replacement | N/A |
| **Slab and foundation** | Ensure integrity, conduct repair, including voids and cavities in soils and fill under slab and around foundation | N/A |
| **Exterior walls and load-bearing walls** | Ensure integrity, conduct repair, and replace wall sections, as needed | N/A |

\*Landlord agrees to capital improvements that are not caused by Tenant Parties’ negligence or abuse.

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| **TENANT MAINTENANCE OBLIGATIONS (after warranty period if applicable)** |
| Item | Description of Service |
| **All interior non-structural portions of the Premises** | Maintain, repair, and restore as needed |
| **Backflow devices, if any** | Necessary testing, inspecting, maintenance, and permit management |
| **Below-deck ceiling insulation (if equipped)** | Maintenance and replacement of insulation materials that are suspended just below the roof deck |
| **Carpentry – Doors, cabinets, counters, etc.** | Maintenance and repair of doors and millwork |
| **Dock doors and dock levelers** | General maintenance and repair |
| **Electric service (after main feed, above slab)** | General maintenance and repair |
| **Elevator (if equipped)** | General maintenance and repair |
| **Energy and Communications Related Improvements** | General maintenance and repair |
| **Exterior building lighting** | Maintenance and repair of exterior lighting affixed to building |
| **Exterior curbs and bollards** | Maintenance and repair |
| **Exterior fencing** | Maintain gates and fences around Premises |
| **Exterior glazing** | Repair broken and/or damaged glass and seals |
| **Exterior signage—Tenant installed** | Maintain and update Tenant-installed signage as needed |
| **Fire sprinkler and fire protection systems** | Inspections, testing, compliance, and maintenance of (1) those portions of the Base F/LS System that are on the Premises, and (2) any Tenant-installed supplemental fire/life safety systems, as well as any capital repairs and replacements of (2) |
| **Fire protection system monitoring** | Monitoring of all applicable portions of fire protection systems and fire water supply |
| **Fixtures** | General maintenance and repair |
| **Generator** | Maintenance, testing, inspections, permits |
| **HVAC** | Maintenance, repair and replacement of HVAC Systems exclusively serving Premises in accordance with manufacturer’s recommended standards, but subject to warranty period in Section 10(a) of the Lease. May elect not to repair/replace inoperable HVAC units but subject to removal requirements under Section 21(a). |
| **Interior lighting** | Maintenance, repair, and replacement of bulbs and ballasts |
| **Interior/exterior pest control** | As needed |
| **Interior sump pump or lift stations** | General maintenance and repair |
| **Interior walls and floor coverings** | Maintenance, repair, and replacement of walls and flooring surfaces (non-structural) |
| **Janitorial** | Janitorial services, if desired |
| **Kitchen appliances** | General maintenance and repair |
| **Landscaping (recurring services)** | Recurring services for landscape maintenance, including mowing, fertilizing, leaf removal, pruning |
| **Parking lot sweeping** | Maintenance sweeping for debris removal |
| **Plumbing – Above slab** | General maintenance and repair |
| **Snow removal – grounds and parking lots** | Remove snow and/or treat ice |
| **Suspended ceilings and hard lid ceilings** | General maintenance, repair and replacement |
| **Trash and recycling** | As needed |
| **Window washing** | Washing of exterior and interior |

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**EXHIBIT E**

**FORM OF ESTOPPEL CERTIFICATE**

ESTOPPEL CERTIFICATE

To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Recipient”)

Re: Lease Agreement dated \_\_\_\_\_\_\_\_\_\_\_\_ (as amended, if at all, as set forth on Exhibit A, the “Lease”), by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Landlord”), and \_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Tenant”), for the premises described in the Lease (the “Premises”), located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Capitalized terms used herein, but which are not defined herein, will have the meanings given to such terms in the Lease.

The undersigned, as [Tenant] [Landlord] under the Lease, hereby certifies to Recipient the following, as of the present date:

1. [Tenant] [Landlord] is a party to the Lease. The Lease has not been amended or modified (excluding approvals, consents, or waivers given by Landlord in connection with the Lease) by any written instrument between Tenant and Landlord except as set forth on Exhibit A.
2. Landlord has completed the Work except for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
3. Tenant is not owed any allowance except for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
4. Tenant has paid Base Rent and Tenant’s Proportionate Share of Operating Expenses through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
5. To [Tenant’s] [Landlord’s] actual knowledge, there is no [Landlord] [Tenant] default existing under the Lease (after expiration of applicable notice and cure period), and [Tenant] [Landlord] has not sent any notice of default to [Landlord] [Tenant] under the Lease which has not been cured.

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[Tenant’s] [Landlord’s] “actual knowledge” means the current, actual knowledge of the person executing this document on behalf of [Tenant] [Landlord], without any duty of investigation or inquiry.

[Tenant’s certifications are made solely to estop Tenant from asserting to or against Recipient facts or claims contrary to those stated. This estoppel certificate does not constitute an independent contractual undertaking or constitute representations, warranties or covenants or otherwise have legal effect other than estopping Tenant from asserting to or against Recipient any contrary facts or claims. This estoppel certificate does not modify in any way Landlord’s relationship, obligations or rights vis-a-vis Tenant.]

Furthermore, this certificate will not be construed or operate to waive any Tenant right to receive any reimbursement in connection with any Reconciliation or to audit the records of Landlord to confirm Landlord’s compliance with its obligations under the Lease.

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

By:

Name:

Title:

Date signed:

EXHIBIT A TO ESTOPPEL CERTIFICATE

List of Lease Documents

**EXHIBIT F**

**FORM OF MEMORANDUM OF LEASE**

**[TO BE SUPPLIED BY LANDLORD]**

**Landlord does not intend to record the Lease.**

**EXHIBIT G**

**RIGHT OF FIRST REFUSAL**

Subject to the terms and conditions set forth in this **Exhibit G**, Tenant has (a) the ongoing right of first refusal (the “ROFR”) to purchase the Building and the Land (the “Property”). If the Property is part of a Disqualified Portfolio Transaction, then the ROFR is not applicable. A “Disqualified Portfolio Transaction” means a portfolio or “packaged” sale consisting of three (3) or more properties, and the value of the Property plus any other property leased by a Tenant Affiliate that is also part of such portfolio together constitutes less than fifty percent (50%) of the value of such portfolio or “packaged” sale. If the Property is part of a portfolio or “packaged” sale, but such sale is not a Disqualified Portfolio Transaction, Tenant may exercise its ROFR on the Property and all other property leased by a Tenant Affiliate only, and not the other properties included in such sale.

1.

ROFR, If, during the Lease Term, (a) Landlord determines to offer all or any portion of the Property to the market (“Take to Market”) for sale; or (b) Landlord receives a bona fide, unsolicited offer from an unrelated third party (an “Unsolicited Offer”; the third party making such Unsolicited Offer, the “Unsolicited Offeror”) to purchase all or any portion of the Property (such portion of the Property, the “Offered Property”), then (A) in the Take to Market scenario, Landlord will notify Tenant, before taking the Offered Property to the market, of the terms upon which Landlord intends to offer the Offered Property for sale to the market; and (B) in the Unsolicited Offer scenario, if Landlord intends to accept an Unsolicited Offer, Landlord will first provide Tenant, before entering into any agreement with the Unsolicited Offeror, a copy of the written offer from the Unsolicited Offeror (in either such scenario, such notification from Landlord to Tenant, the “ROFR Purchase Notice”). Landlord shall not submit a ROFR Purchase Notice before Substantial Completion (defined in the Work Letter, Addendum [X]) under either the Take to Market or Unsolicited Offeror scenario. For avoidance of doubt, Landlord shall not Take to Market or accept an Unsolicited Offer before Substantial Completion and before submittal of a ROFR Purchase Notice to Tenant. At the time Landlord delivers a ROFR Purchase Notice, Landlord will also deliver to Tenant a purchase agreement containing the economic terms set forth in the ROFR Purchase Notice, and the following additional terms (the “ROFR Purchase Agreement”): (i) a feasibility period of thirty (30) days, with Tenant having a right of early termination of the feasibility period during such period; (ii) closing to occur within fifteen (15) Business Days after waiver by Tenant, or expiration, of its feasibility period; (iii) for closing costs to be paid as is customary for the area in which the Property is located; (iv) that Tenant may assign the purchase agreement to any third party without Landlord consent; and (v) standard representations and warranties by Landlord with respect to authority and ownership of the Property. If a contract for sale is required by Legal Requirements to be identified or agreed upon in order for Tenant’s ROFR to be enforceable, the parties agree to use a broker-standard form promulgated by the applicable broker’s association in the area where the Property is located, but incorporating the terms set forth above.

2. Exercise of ROFR. Tenant will have fifteen (15) days after receipt of the ROFR Purchase Notice and the ROFR Purchase Agreement (the “ROFR Exercise Period”) to exercise its ROFR to purchase the Offered Property for the economic terms set forth in the ROFR Purchase Notice. Tenant’s exercise of its ROFR will be deemed effective if Tenant executes and delivers the ROFR Purchase Agreement to Landlord during the ROFR Exercise Period. If Tenant elects not to, or fails to timely exercise its ROFR, then Landlord will be free to sell the Offered Property to the Solicited Offeror (or its affiliate) for any purchase price that is not more than five percent (5%) lower than the purchase price set forth in the ROFR Purchase Notice and any such sale will otherwise be on terms and conditions materially similar to those set forth in the ROFR Purchase Agreement (the purchase agreement by and between Landlord and the Solicited Offeror, a “Solicited Contract”).

3. Solicited Offeror. If the Solicited Offeror negotiates a purchase price that is more than five percent (5%) lower than that which is set forth in Landlord’s ROFR Purchase Notice or on terms and conditions materially different than those set forth in the ROFR Purchase Agreement, before Landlord may enter into a purchase agreement with Solicited Offeror, Landlord must again deliver a ROFR Purchase Notice and ROFR Purchase Agreement to Tenant setting forth the proposed changes, and the terms of this **Exhibit G** will apply again. If Landlord has not entered into the Solicited Contract covering such designated Offered Property, or Landlord fails to close under any Solicited Contract, in either event within one hundred eighty (180) days following the expiration of the ROFR Exercise Period, Landlord will be required, prior to Landlord being able to enter into a contract for sale of such Offered Property with any party, to provide Tenant with a new ROFR Purchase Notice and ROFR Purchase Agreement covering such Offered Property, and Tenant will have a new right, pursuant to Sections 1 and 2 above, to purchase such Offered Property.

4. Tenant Rights to Purchase Binding Upon Successors and Assigns. Tenant’s ROFR (for either the Property or a Change in Control Transaction) will not be extinguished by Tenant’s election not to, or failure to, exercise any such right in the event of a proposed sale of the Property or Change in Control Transaction, as applicable, but will instead be continuing rights throughout the Lease Term (including any Extension Terms) binding upon Landlord and its successors and assigns. Notwithstanding anything to the contrary, the ROFR (for the Property or in a Change of Control Transaction) will not apply in the event of the following transfers of all or any portion of the Property:

(a) transfers to and/or or merger into affiliates of Landlord; or

(b) collateral security transfers in connection with any debt or equity financing or transfers pursuant to a foreclosure or a deed in lieu thereof.

**EXHIBIT H**

**FORM OF PARENT GUARANTY**

PARENT GUARANTY

This Parent Guaranty (this “Guaranty”), effective as of the date of the Contract (as defined below), is made by Amazon.com, Inc., a Delaware corporation (“Amazon.com”), to and for the benefit of Summit Investments II, Summit Investments V, and or its assigns (“Beneficiary”). Capitalized terms not otherwise defined herein have the meanings specified in the Contract (defined below).

Recitals

A. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a directly or indirectly wholly owned subsidiary of Amazon.com (“Subsidiary”), and Beneficiary are parties to that certain Lease Agreement (the “Contract”) for property located at \_\_\_\_\_\_\_\_\_\_\_\_\_.

B. In order to be assured of payment under the Contract, Beneficiary desires that Amazon.com guaranty the performance of certain payment obligations as set forth herein.

Guaranty

In consideration of the foregoing and to induce Beneficiary to enter into the Contract, Amazon.com agrees as follows.

1. Amazon.com unconditionally and absolutely guarantees to Beneficiary Subsidiary’s performance when due and owing of all present and future obligations under the Contract, including without limitation payment obligations which are not paid in accordance with the terms of the Contract by Subsidiary. Notwithstanding anything to the contrary set forth in this Guaranty, Amazon.com’s maximum cumulative liability under this Guaranty will be \_100\_% of remaining Base Rent, Operating Expenses and all other amounts owed by Subsidiary arising out of a Tenant Default under the Contract, but not less than the Base Rent and Operating Expenses due from Tenant for the final twelve (12) months of the Contract term.
2. Under this Guaranty, Amazon.com shall perform (or cause Subsidiary to perform) all obligations in accordance with the terms and conditions of the Contract.
3. Amazon.com promises to pay all amounts guaranteed promptly upon receipt of a written notice from Beneficiary which evidences (a) Subsidiary’s non-performance of its obligations under the Contract; and (b) Beneficiary’s first having demanded payment from Subsidiary in writing, which Subsidiary has not honored. Beneficiary’s demand upon Subsidiary does not need to include the initiation of legal proceedings and is deemed satisfied if demand upon Subsidiary would violate any stay of collection in effect in an insolvency proceeding. Except to the extent of the demand requirement set forth in this Section 3, Amazon.com waives protest and notice of dishonor or default. This is a guaranty of payment and performance, and not of collection.
4. This Guaranty is governed as to its validity, construction and performance by the laws of the State of \_Virginia, without regard to its conflict of law provisions.
5. Amazon.com agrees that this Guaranty is a continuing guaranty and will remain in full force and effect until all payment obligations under the Contract have been performed as set forth in the Contract, subject to Section 1 above.
6. This Guaranty is binding upon and inures to the benefit of Amazon.com and Beneficiary and their respective successors and assigns.
7. Amazon.com has all rights and defenses that Subsidiary may have to any payment obligation, except that the liability of Amazon.com is not affected by (a) any defense based upon an election of remedies by Beneficiary that destroys or otherwise impairs the subrogation rights of Amazon.com or the right of Amazon.com to proceed against any Subsidiary for reimbursement; (b) any duty on the part of Beneficiary to disclose to Amazon.com any facts Beneficiary may know about any Subsidiary, it being agreed that Amazon.com is fully responsible for being and keeping informed of the financial condition of Subsidiary and of all circumstances bearing on the risk of non-payment of the payment obligations; or (c) any defense arising from the bankruptcy or insolvency of any Subsidiary.
8. All notices hereunder will be given in writing, will refer to this Guaranty and will be personally delivered or sent by overnight courier, or registered or certified mail (return receipt requested). Notices to Amazon.com will be delivered at the following addresses:

Mail Courier

Amazon.com, Inc. Amazon.com, Inc.

P.O. Box 81226 410 Terry Avenue North

Seattle, WA 98108-1226 Seattle, WA 98109-5210

Attn: Real Estate Manager (NA Ops: [Site Code]) Attn: Real Estate Manager (NA Ops: [Site Code])

With a copy to: With a copy to:

Amazon.com, Inc. Amazon.com, Inc.

P.O. Box 81226 410 Terry Avenue North

Seattle, WA 98108-1226 Seattle, WA 98109-5210

Attn: General Counsel (Real Estate (NA Ops): [Site Code]) Attn: General Counsel (Real Estate (NA Ops): [Site Code])

Amazon.com may from time to time change such address by giving Beneficiary notice of such change in accordance with the notice provisions of the Contract.

**AMAZON.COM, INC.**

By:

Printed Name:

Its:
Date Signed:

**EXHIBIT I**

**FORM OF VISITOR NDA**

**VISITOR NONDISCLOSURE AGREEMENT**

During the course of your visit to this Amazon facility, you may receive information that is not known to the general public (“Confidential Information”) relating to Amazon.com, Inc. and/or an entity that controls, is controlled by or is under common control with such company (collectively, “Amazon”). Confidential Information may concern, among other things, Amazon’s technology, facilities, assets, systems, customers, vendors, business plans, finances and other information, which should be reasonably considered as confidential. Confidential Information may be contained in tangible materials such as drawings, data, specifications, reports and computer programs, or may be in the nature of unwritten knowledge.

In consideration of Amazon’s willingness to allow you to visit its facilities, you agree (i) all Confidential Information will remain Amazon’s exclusive property; (ii) you will not use Confidential Information for any purpose whatsoever; (iii) you will not disclose Confidential Information to any individual, company or other third party; (iv) you will restrict the possession, knowledge and use of Confidential Information to those employees and subcontractors who have a need to know the specific Confidential Information and you will ensure compliance on the part of these parties with this agreement; (v) you will notify Amazon immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this agreement; and (vi) you will destroy all Amazon materials containing Confidential Information. You also agree that you will not disclose any information to Amazon that is confidential or proprietary to you or any other person or company. Your obligation to comply with this agreement will continue for five (5) years from the date of your visit; however, it will survive indefinitely as long as the information continues to constitute a trade secret.

If a provision of this agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this agreement that can be given effect without the invalid provision. Further, all terms and conditions of this agreement will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect. This agreement is specifically enforceable by Amazon. This agreement will be construed in accordance with the internal laws of the State of Virginia.

Any failure by Amazon to enforce your strict performance of any provision of this agreement will not constitute a waiver of Amazon’s right to subsequently enforce such provision or any other provision of this agreement.

This Visitor Nondisclosure Agreement does not replace any other Nondisclosure Agreements with Amazon executed by you, your company or any other person/entity that you represent. Such other Nondisclosure Agreements will remain in full force and effect in accordance with their respective terms.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Authorized Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Cost part of Controllable Operating Expenses unless capital repair or replacement (subject to amortization requirements as further described in Section 6 and **Base Rent and Operating Expense Exclusions, Addendum 1** of the Lease). [↑](#footnote-ref-1)