

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into on the 1<sup>st</sup> Day of July, 2021 (the "Effective Date"), by and between HICKMAN & HICKMAN ENTERPRISES, LLC, a North Carolina limited liability company ("Landlord") and UNITED FAMILY NETWORK, INC. a North Carolina S Corporation. ("Tenant");

AGREEMENT

For and in consideration of the rent provided herein, the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree for themselves, their successors and assigns, as follows:

ARTICLE I GRANT  
AND TERM

1.01. Description of Premises: Grant. Landlord is the owner of that certain land containing approximately 1 acres, (the "Land") as improved with a building situate thereon containing approximately 36,000 rentable square feet located at 1446 James Norris Rd, Angier, Harnett County, North Carolina (the "Building"). Landlord hereby leases to Tenant a portion of the rentable square feet equal to 6171 sq ft of mixed use space and 806 sq ft office space for a total of 6977 sq ft and Tenant hereby accepts and rents from Landlord.

1.02. Term. The term of the Lease (the "Term") shall commence on July 1, 2021 ("Lease Commencement Date"), and shall end at 11:59 p.m. (based upon the time at the locale of the Premises) on July 1, 1, 2022, unless sooner terminated as herein provided. The first Lease Year Anniversary shall be the date twelve (12) calendar months after the first day of the first full month immediately following the Lease Commencement Date and successive Lease Year Anniversaries shall be the date twelve (12) calendar months from the previous Lease Year Anniversary.

Tenant shall have the option of renewing this Lease, upon written notice given to Landlord at least (30) days prior to the end of the then expiring term of this Lease, for (2) additional term(s) of (1) years each.

1.03. Common Areas. The common areas generally include those portions of the Building and Land that are not set aside for leasing or occupation by owners or tenants or which are not reserved for Landlord's or another tenant's exclusive use, and that are intended for the common use of all owners or tenants, including, among other facilities, parking areas, sidewalks, landscaping, entrances, hallways, lobbies, elevators, plazas, curbs, truckways, delivery passages, loading areas, malls, public toilets, private streets and alleys, lighting facilities, drinking fountains and the like, but excluding space in buildings (or in future buildings) designed for rent or commercial purposes as the same may exist from time to time, and further excluding streets and alleys maintained by a public authority (collectively the "Common Areas"). During the Term, Tenant and its employees, customers and invitees shall have the non-exclusive right to use the Common Areas as constituted from time to time, such use to be in common with Landlord, other owners or tenants of the Center and other persons entitled to use the same, and subject to such reasonable rules and regulations governing use as Landlord or the any association may from time to time prescribe. Landlord may prescribe certain areas for Tenant employee parking and Tenant shall be responsible to enforce compliance with same by its employees. Tenant shall not take any action that would interfere with the rights of other persons to use the Common Area. Landlord has the exclusive right to (i) designate the Common Areas, (ii) change the designation of any Common Area and otherwise modify the Common Areas, (iii) permit special use of the Common Areas, including temporary exclusive use for special occasions, and (iv) temporarily close any part of the Common Areas for such periods of time as may be necessary to prevent the public from obtaining prescriptive rights or to make repairs or alterations. Tenant shall not interfere with the rights of others to use the Common Areas.

ARTICLE II  
RENT

2.01. Rent.

(a) Base Rent. Commencing as of the Commencement Date (the "Rent Commencement Date") and continuing for the Term, Tenant shall pay to Landlord a minimum base rent (the "Base Rent") in an amount set forth on Exhibit B attached hereto and incorporated herein by reference (the "Base Rent Schedule"), in advance due on the first day of each month, without setoff or demand. Rent for any partial month during the Term shall be prorated.

(b) Additional Rent. In addition to the Base Rent, Tenant shall pay to Landlord an amount equal to Tenant's Proportionate Share of all (i) Taxes (as hereinafter defined in Section 3.01), (ii) Insurance Costs (as hereinafter defined in Section 4.05) and (iii) Common Area Expenses (as hereinafter defined in Section 5.05). For all purposes herein, "Tenant's Proportionate Share" shall be a fraction, the numerator of which is the rentable square feet of the Premises, and the denominator of which is the rentable square feet of the Building. The foregoing, together with any other costs and charges which Landlord is entitled to recover from Tenant under the terms of this Lease, constituting "Additional Rent" owed under this Lease. Base Rent and Additional Rent are sometimes referred to collectively as "Rent". Tenant shall pay Tenant's Proportionate Share of Taxes, Insurance Costs and Common Area Expenses within thirty (30) days following any demand from Landlord. For the avoidance of any doubt, the parties intend for this Lease to be a true "triple net" or "NNN" lease.

2.02. Late Payment of Rent. In the event the Base Rent or any Additional Rent described herein are not paid to Landlord within five (5) days of their respective due dates, Tenant agrees to pay Landlord a late charge of five percent (5%) of the amount due. No notice of non-payment shall be necessary to invoke Tenant's liability for said late charge.

ARTICLE III  
TAXES/ASSESSMENTS

3.01. Payment of Taxes and Assessments. Landlord shall pay all real estate taxes, assessments and other governmental levies and charges which may be imposed, levied, assessed or confirmed by any lawful taxing authorities on the Premises (excluding Tenant's property and Tenant's leasehold improvements), Building, Land and Common Areas, all of which such real estate taxes, assessments and other governmental levies and charges are hereafter collectively referred to as "Taxes". Tenant agrees to pay Landlord, as Additional Rent, Tenant's Proportionate Share of all Taxes, within thirty (30) days following any demand by Landlord, as more specifically set forth in Section 2.01(b) of this Lease.

3.02. Personal Property Taxes. Tenant shall pay any taxes or assessments of any nature imposed or assessed upon Tenant's occupancy of the Premises during the Term or upon Tenant's furniture, furnishings, trade fixtures, equipment, machinery, inventory, merchandise or other personal property located on the Premises and owned by or in the custody of Tenant promptly as all such taxes or assessments may become due and payable without any delinquency. If applicable in the jurisdiction where the Premises are located, Tenant shall pay and be liable for all rental tax (only to the extent such rental tax is levied in lieu of ad valorem property taxes against the Premises), sales, use and inventory taxes or other similar taxes, if any, levied or imposed by any city, state, county or other governmental body having authority, such payments to be in addition to all other payments required to be paid by Landlord by Tenant under the terms of this Lease. Such payment shall be made by Tenant directly to such governmental body if billed to Tenant, or if billed to Landlord, such payment shall be paid concurrently with the payment of the Base Rent or such other charge upon which the tax is based, all as set forth herein.

ARTICLE IV  
INSURANCE

4.01 Required Insurance. Tenant covenants and agrees that from and after the date of this Lease, Tenant will carry and maintain, at its sole cost and expense, the insurance required under paragraphs (a) through (b) below. All such policies of the insurance shall be issued by insurance companies licensed to do business in the state in which the Premises is located.

(a) Throughout the Term, Tenant, at its sole cost and expense, shall keep or cause to be kept for the mutual benefit of Landlord, Landlord's property manager, Landlord's leasing and development agents, Tenant, and any mortgages designated by Landlord as additional insureds, Commercial General Liability Insurance (1986 ISO Form or its equivalent) with a combined single limit, each Occurrence and General Aggregate-per location of at least ONE MILLION DOLLARS (\$1,000,000), which policy shall insure against liability of Tenant, arising out of and in connection with Tenant's use of the Premises, and which shall insure the indemnity provisions contained in this Lease. Not more frequently than every three (3) years, Landlord may require the limits to be increased if in its reasonable judgment (or that of its mortgagee) the coverage is insufficient.

(b) Tenant shall also carry the equivalent of ISO Special Form Property Insurance on Tenant's Property and all leasehold improvements constructed within the Premises. With respect to the property insurance, such insurance shall be written on an "all risk" of physical loss or damage basis including but not limited to the perils of fire, extended coverage, windstorm, vandalism, malicious mischief, sprinkler leakage, flood and earthquake, for full replacement value, coinsurance waived, and a deductible amount not to exceed \$5,000. For purposes of this provision, "Tenant's Property" shall mean Tenant's personal property and fixtures, whether supplied or owned by Tenant or by Landlord, and all glass forming a part of the Premises, including but not limited to plate glass. Tenant shall also procure and maintain throughout the Term business interruption insurance insuring interruptions in Tenant's business for not less than twelve (12) months. The policies of insurance required to be obtained hereunder by Tenant shall provide that any and all proceeds shall be payable to Landlord and Tenant, as their interests may appear. Tenant shall neither have, nor make, any claim against Landlord for any loss or damage to the Tenant's Property, regardless of the cause of the loss or damage.

4.02 Certificates of Insurance. Tenant shall furnish to Landlord certificates of such insurance with endorsements, affording Landlord and Landlord's mortgagee, if applicable, additional insured and loss payee status, and such other evidence satisfactory to Landlord of the maintenance of all insurance coverage required hereunder prior to delivery of possession of the Premises and thirty (30) days prior to each renewal date. In the event that Tenant fails to provide evidence of required insurance within ten (10) days following Landlord's request thereof, Landlord shall be authorized (but not required) to procure such coverage in the amount stated with all costs thereto to be chargeable to Tenant and payable upon written invoice thereof. The limits of insurance required by this Lease, or as carried by Tenant, shall not limit the liability of Tenant or relieve Tenant of any obligation hereunder.

4.03. Mutual Indemnification. Tenant shall defend, indemnify and hold harmless Landlord from and against any and all claims, losses, liabilities, causes of action, damages, or expenses, whether due to damage to the Premises, Common Areas or Building, claims for injuries to persons or property, or administration or criminal action by a governmental authority, where such claims arise out of or from or related to the negligence or intentional misconduct of Tenant or Tenant's agents, representatives, contractors, invitees, licensees, employees or principals, or from Tenant's breach or default under this Lease, including costs and reasonable attorney fees incurred by Landlord to defend itself against any such claims, damages or expenses. Landlord shall defend, indemnify and hold harmless Tenant from and against any and all claims, losses, liabilities, causes of action, damages, or expenses, whether due to damage to the Premises, Common Areas or Building, claims for injuries to persons or property, or administration or criminal action by a governmental authority, where such claims arise out of or from or related to the negligence or intentional misconduct of Landlord or Landlord's agents, representatives, contractors, invitees, licensees, employees or principals, or from Landlord's breach or default under this Lease, including costs and reasonable attorney fees incurred by Tenant to defend itself against any such claims, damages or expenses. The foregoing indemnities are subject to the mutual waiver of subrogation set forth in Section 4.04.

4.04 Waiver of Subrogation. Landlord hereby releases Tenant and Tenant hereby releases Landlord to the extent of their respective casualty insurance coverage, from any liability for loss or damage to the Premises or Building caused by fire or any of the extended coverage casualties included in their respective insurance policies, even if such fire or other casualty should be brought about by the fault or negligence of the other party, or such party's agents or employees. Landlord and Tenant shall each cause an endorsement (commonly known as a "waiver of subrogation" endorsement) to be attached to their casualty insurance policies which endorsement shall contain the following wording: "This insurance shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any party for loss occurring to the property described herein."

4.05 Landlord's Insurance. Landlord may keep the Building, Land, Common Areas and Premises (but excluding Tenant's Property and any leasehold improvements) insured against damage and destruction by perils insured by the equivalent of ISO Special Form Property Insurance in the amount up to their full replacement value. Landlord may also maintain commercial general liability insurance, rental value insurance, builder's risk insurance, and such other insurance policies as may be determined appropriate by Landlord from time to time. All costs, expenses and premiums incurred by Landlord in connection with such insurance policies and any claims thereunder are referred to collectively as "Insurance Costs". Tenant agrees to pay Landlord, as Additional Rent, Tenant's Proportionate Share of all Insurance Costs, within thirty (30) days following any demand by Landlord, as more specifically set forth in Section 2.01(b) of this Lease.

#### ARTICLE V

#### MAINTENANCE AND REPAIRS; CONDITION OF LEASED PREMISES

5.01. Condition of Premises. Landlord shall deliver the Premises to Tenant on the Commencement Date in an "as is, where is, with all faults" condition, and Tenant covenants and agrees to accept delivery of the Premises in said condition. Tenant hereby acknowledges that Landlord has made no representations or warranties to Tenant in this Lease (except as otherwise expressly set forth in this Lease) with respect to the condition of the Premises or the working order of any systems or improvements therein existing as of the Commencement Date. Landlord shall not be required to make any improvements, replacements or repairs of any kind or character to the Premises or Property during the Term of this Lease, except as specifically set forth in Section 5.02. Notwithstanding anything to the contrary in this Lease, Landlord represents to Tenant, to the best of Landlord's actual knowledge, that, as of the Commencement Date, the roof, plumbing, electrical and other systems in the Building as a whole (including without limitation the HVAC systems and equipment servicing the Premises, water, sewer, building standard interior lighting, fire sprinkler system, loading doors, loading equipment and building exterior walls) are in good working order and repair.

5.02. Maintenance and Repair by Landlord. During the Term of the Lease, Landlord, at its sole cost and expense, shall maintain in good order and state of repair, and shall be responsible for the maintenance, repair and replacement of the following (i) the roof, (ii) the foundation, and (iii) the structural components of the Building. Landlord's repairs and replacements shall be made as soon as reasonably possible using due diligence and reasonable efforts, taking into account in each instance all circumstances surrounding the repair or replacement, including without limitation, Landlord's receipt of notice of the necessity therefor, the materiality of the repair or replacement to Tenant's use and operation of its business within the Premises and the relation thereof to the enjoyment of same. Tenant shall give prompt written notice to Landlord of the need for any repairs for which Landlord is responsible. Landlord shall not be responsible for failure to make any such repair until a reasonable time after such notice. Landlord's liability for any such repairs which it is required to make shall be limited to the cost of such repairs (which costs may be included as part of the Common Area Expenses) and Tenant expressly waives any claim for damages in excess thereof.

5.03. Maintenance and Repairs by Tenant. Except as otherwise set forth in Section 5.02, during the Term of the Lease, Tenant shall be responsible for repairs, replacement and maintenance of the Premises and all parts, systems and components thereof, including, but not limited to, any approved signs, the plumbing, wiring, electrical systems, heating systems, air conditioning systems, glass and plate glass, equipment and machinery constituting fixtures, and equipment, unless such repairs or replacements are required as a result of the negligence or willful misconduct of Landlord, its employees, invitees or licensees, or unless such systems do not exclusively serve the Premises (i.e., they are in common with other leasable area of the Building, in which case Landlord shall be responsible for such repairs and the same shall constitute Common Area Expenses). All repairs and replacements under this Section 5.03 shall be of a quality and class at least equal to the quality and class of the Premises on the Commencement Date. In the event Tenant fails to perform its obligations under this paragraph in a prompt manner, Landlord shall give Tenant thirty (30) days' prior written notice to perform such obligations, and thereafter, if Tenant fails to perform such obligations within said thirty (30) day period, or if the performance of such obligations will take more than thirty (30) days to complete, and Tenant fails to commence performance of such obligations within thirty (30) days of Landlord's written notice or if Tenant fails to promptly and diligently pursue the performance of such obligation until completion, Landlord shall have the right to perform such obligations on behalf of Tenant, in which event the cost of such performance shall be due and payable by Tenant to Landlord within thirty (30) days following Landlord's demand therefor.

5.04. HVAC Maintenance Contract. Tenant shall obtain and maintain throughout the Term a maintenance contract for the heating, ventilating, and air conditioning equipment exclusively serving the Premises and shall send a copy of such maintenance contract to Landlord within thirty (30) days after Tenant's occupancy of the Premises. Such contract shall be

with a reputable HVAC contractor approved by Landlord and shall provide for the routine (no less than twice per year) serving of the HVAC systems serving the Premises.

5.05. Common Areas Expenses. Landlord shall be responsible for the management and maintenance of the Common Areas, the manner of maintenance and the expenditures therefor to be in the sole discretion of the Landlord. The term "Common Area Expenses" shall mean all expenses and costs (but excluding charges separately paid by other tenants of the Building or third parties) of every kind and nature which Landlord shall pay or become obligated to pay because of or in connection with the ownership, maintenance, management, operations, repairs, replacements and improvements of the Land, Building and Common Areas, including but not limited to, all utilities, heat, air conditioning, janitorial service, trash handling services, labor, materials, supplies, equipment and tools, permits, licenses, inspection fees, lighting, painting, cleaning, security, management, landscaping, maintenance of the roof and structural supports, repairs and replacements, maintenance, repair and/or replacements of any building mechanical, electrical, plumbing or HVAC systems which do not exclusively serve a tenant's premises, depreciation of maintenance equipment, association dues, marketing fees, management fees (not exceeding 6% of gross rents) and an administration fee of fifteen percent (15%). Tenant agrees to pay Landlord, as Additional Rent, Tenant's Proportionate Share of all Common Area Expenses, within thirty (30) days following any demand by Landlord, as more specifically set forth in Section 2.0(b) of this Lease.

5.06. Landlord's Performance of Tenant's Obligations. If Tenant does not perform its maintenance or restoration obligations in a timely manner, commencing the same within ten (10) days after receipt of notice from Landlord specifying the work needed, and thereafter diligently and continuously pursue the work until completion, then Landlord shall have the right, but not the obligation, to perform such work. Any amounts expended by Landlord on such maintenance or restoration, plus interest at the rate of twelve percent (12%) per annum from the date of payment by Landlord until repaid by Tenant, shall be Additional Rent to be paid by Tenant to Landlord within thirty (30) days after demand.

5.07. Landlord's Limited Representations and Warranties. Landlord covenants, warrants and represents that: (a) each individual executing, attesting and/or delivering this Lease on behalf of Landlord is authorized to do so on behalf of Landlord; (b) this Lease is binding upon and enforceable against Landlord in accordance with its terms; (c) Landlord is duly organized and legally existing in the state of its organization and is qualified to do business in the state in which the Premises are located; (d) to the best of Landlord's actual knowledge, without investigation or inquiry, the zoning designation of the Property allows Tenant's intended use of the Premises for the operation of a building materials distribution business as historically operated from the Premises; and (e) to the best of Landlord's actual knowledge, without investigation or inquiry, there are no covenants, conditions, restrictions (including without limitation any restrictions or other requirements imposed by applicable building codes or other ordinances) or other encumbrances affecting the Property that would prohibit Tenant's use of the Premises for the operation of a building materials distribution business as historically operated from the Premises. From and after the Effective Date, Landlord will defend, indemnify and hold harmless Tenant and its representatives, directors, stockholders, officers, employees, agents, successors and assigns (collectively, the "Tenant Indemnified Persons") from and against any and all liabilities, losses, claims, fines, penalties, damages, costs and expenses (including without limitation reasonable attorneys' fees) ("Damages"), incurred by the Tenant Indemnified Persons, directly or indirectly, from or in connection with any breach as of the Effective Date of any of the foregoing representations or warranties made by Landlord in this Lease. The indemnity obligations of Landlord shall survive any termination of this Lease. The foregoing indemnity shall be subject to the terms and conditions set forth in this Lease, including without limitation Article XX

5.08. Tenant's Limited Representations and Warranties. Tenant covenants, warrants and represents that: (a) each individual executing, attesting and/or delivering this Lease on behalf of Tenant is authorized to do so on behalf of Tenant; (b) this Lease is binding upon and enforceable against Tenant in accordance with its terms; and (c) Tenant is duly organized and legally existing in the state of its organization and is qualified to do business in the state in which the Premises are located. From and after the Effective Date, Tenant will defend, indemnify and hold harmless Landlord and its representatives, directors, stockholders, officers, employees, agents, successors and assigns (collectively, the "Landlord Indemnified Persons") from and against any and all liabilities, losses, claims, fines, penalties, damages, costs and expenses (including without limitation reasonable attorneys' fees) ("Damages"), incurred by the Landlord Indemnified Persons, directly or indirectly, from or in connection with any breach as of the Effective Date of any of the foregoing representations or warranties made by Tenant in this Lease. The indemnity obligations of Tenant shall survive any termination of this Lease.

ARTICLE VI UTILITIES  
AND SERVICES

6.01. Tenant's Utilities. Tenant shall be responsible for setting up accounts with and paying for all utilities or services related to its use of the Premises including, but not limited to, electricity, gas, heat, water, sewer, telephone, garbage disposal and janitorial services, together with all deposits and fees in connection therewith. In the event the Premises is not separately metered for any utility, then Landlord may pay the utility charges for such utilities, and Tenant shall reimburse Landlord for Tenant's Proportionate Share of such utility charges within thirty (30) days following Landlord's demand therefor as Additional Rent.

6.02. Stoppage of Utilities. There shall be no abatement or reduction of Rent by reason of any utility service not being continuously provided to Tenant. Landlord shall have the right to shut down the building systems (including electricity and HVAC systems) for required maintenance and safety inspections, and in cases of emergency. Provided, however, that Landlord shall attempt not to disrupt Tenant's operations in the Premises during the exercise of any of Landlord's rights or obligations under this Lease, and will use commercially reasonable efforts to minimize any disruption of Tenant's business operations as a result thereof. Notwithstanding anything to the contrary herein, in the event that Tenant is prevented from using, and does not use, the Premises or any portion thereof, for ten (10) consecutive days following Landlord's receipt of written notice of the interruption (the "Eligibility Period"), and such prevention of use is (i) a direct result of any failure by Landlord to provide Tenant with any common utilities which Landlord is obligated to provide to the Premises and/or the Building under this Lease, and (ii) the restoration of such common utilities is within Landlord's reasonable control, then the Base Rent shall be abated or reduced, as the case may be, after expiration of the Eligibility Period for such time that Tenant continues to be so prevented from using, and does not use, the Premises or a portion thereof, in the proportion that the rentable area of the portion of the Premises that Tenant is prevented from using, and does not use, bears to the total rentable area of the Premises.

#### ARTICLE VII USE OF PREMISES

7.01. Use of the Premises. Tenant shall use the Premises only for office use, education and boxing/training center uses ("Permitted Use") and for no other use or purpose without Landlord's prior written consent. All uses within the Premises shall comply with all laws, ordinances, covenants, restrictions, orders, rules and regulations (including without limitation, the zoning classifications existing as of the Commencement Date) of any lawful governmental authority, agency or other public or private regulatory authority having jurisdiction over the Premises. Tenant shall use and occupy the Premises in a careful, safe and proper manner and shall keep the Premises in a clean and safe condition in accordance with this Lease. Tenant shall save Landlord harmless from any penalties, fines, costs, expenses or damages resulting from failure so to comply.

7.02. Permits and Licenses. Tenant shall be responsible for obtaining and maintaining all licenses, permits and governmental authorizations necessary or desirable for Tenant's use of the Premises.

#### ARTICLE VIII ALTERATIONS AND IMPROVEMENTS BY TENANT

8.01. Landlord's Consent Required. Tenant shall not make or permit to be made any changes, alterations, additions or improvements to the Premises ("Tenant Alteration") without first obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed (except in the case of any Tenant Alterations visible from the exterior, or affecting the roof, structure or building systems, in which case such consent may be withheld or conditioned in Landlord's sole discretion). Such restriction shall not apply to non-structural alterations costing less than Ten Thousand and 00/100 Dollars (\$10,000.00), which non-structural alterations shall not require further Landlord approval (provided Landlord must receive prior notice, and Landlord may require the same to be removed upon expiration). Further, Landlord shall have the right to approve the general contractor to be used by Tenant in connection with such work, which approval shall not be unreasonably withheld or delayed. Tenant shall deliver to Landlord a copy of all plans for work or improvements to the Premises and shall comply with the requirements of Section 8.02 and 8.03. Without limiting the generality of the foregoing, prior to making any roof penetrations, Tenant shall obtain Landlord's prior written approval.

8.02. Landlord's Property on Expiration. All Tenant Alterations, including, but not limited to: all walls, railings, carpeting, floor and wall coverings and other permanent real estate fixtures (excluding, however, Tenant's trade fixtures and equipment and other matters not permanently affixed to the Premises) made by, for, or at the direction of Tenant, shall when made, become the property of Landlord and shall remain upon the Premises at the expiration or earlier termination of this Lease (unless Landlord elects to cause Tenant to remove the same upon expiration or earlier termination, in which case Tenant shall remove the same at Tenant's sole cost).

8.03. Protection Against Liens. Tenant agrees to keep the Premises free and clear of all mechanic liens. In the event that a lien is filed against the Premises or the Landlord's property as a result of labor or material supplied to the Premises, the Tenant agrees to within thirty (30) days either obtain the release and discharge of such mechanic lien or to bond off such mechanic lien. In the event that the Tenant shall fail to discharge such lien within such period of time, Landlord shall have the right to either discharge or bond such lien and Tenant shall immediately reimburse Landlord for all costs and expenses relating thereto. In all events, Tenant shall be responsible for all expenses incurred by the Landlord as a result of the filing of a mechanic's lien against the Premises, including reasonable attorney fees and expenses.

8.04. Use of Existing Wiring. During the Term, Tenant shall have the right to use, without charge therefor (other than the payment of all Rent reserved herein), all existing (as of the Commencement Date) data, phone or other wiring within the Premises.

#### ARTICLE IX TRADE FIXTURES AND EQUIPMENT

Any trade fixtures, equipment, and other items of personal property installed by Tenant in the Premises at Tenant's expense shall remain Tenant's personal property and Tenant shall have the right at any time to remove such trade fixtures or equipment. Upon removal of any trade fixtures or equipment, Tenant shall immediately restore the Premises to substantially the same condition as they were when received by Tenant, ordinary wear and tear, casualty, and acts of God alone excepted. In addition, notwithstanding any such termination, the indemnifications provided in this Lease shall expressly survive such termination of this Lease. Subject to the foregoing provisions of this paragraph, any trade fixtures, equipment or personal property not removed by Tenant at the expiration or an earlier termination of the Lease shall become the property of Landlord, at the Landlord's option.

#### ARTICLE X SIGNAGE

Tenant shall not place, erect or maintain any signage on any exterior surface of the Premises, or anywhere on the Property, or any sign, lettering decoration, or advertising, except such sign as may be permitted by applicable government requirements and regulations and approved by Landlord, said approval not to be unreasonably withheld or delayed. Tenant shall, at its sole expense, maintain such permitted or required signs in a good state of repair and upon vacating the Premises, Tenant agrees to remove all signs and to repair all damage caused by such removal. Tenant shall be responsible for obtaining all necessary municipal approvals related to its signage. Any signage existing as of the Commencement Date shall be permitted to remain.

#### ARTICLE XI DAMAGE OR DESTRUCTION OF PREMISES

11.1. Landlord's Restoration Obligations. If the Premises is damaged by fire or other casualty ("Casualty"), then Landlord shall repair and restore the Premises to substantially the same condition of the Premises immediately prior to such Casualty, subject to the following terms and conditions:

(a) The Casualty must be insured under Landlord's insurance policies, and Landlord's obligation is limited to the extent of the insurance proceeds received by Landlord. Landlord's duty to repair and restore the Premises shall not begin until receipt of the insurance proceeds.

(b) Landlord's lender(s) must permit the insurance proceeds to be used for such repair and restoration.

(c) Landlord shall have no obligation to repair and restore any leasehold improvements, Tenant's Property or other work performed by, and improvements, fixtures and equipment installed by, Tenant.

11.2. Termination of Lease by Landlord. Landlord shall have the option of terminating the Lease if: (i) the Premises is rendered wholly untenantable; (ii) the Premises is damaged in whole or in part as a result of a risk which is not covered by Landlord's insurance policies; (iii) Landlord's lender does not permit a sufficient amount of the insurance proceeds to be used for restoration purposes; (iv) the Premises is damaged in whole or in part during the last two years of the Term; or (v) the Building is damaged (whether or not the Premises is damaged) to an extent of fifty percent (50%) or more of the fair market value thereof. If Landlord elects to terminate this Lease, then it shall give notice of the cancellation

to Tenant within sixty (60) days after the date of the Casualty. Tenant shall vacate and sun-ender the Premises to Landlord within fifteen (15) days after receipt of the notice of termination.

11.3. Termination of Lease by Tenant. In the event Landlord is obligated to restore the Premises hereunder, then Tenant shall have the option of terminating the Lease if: (i) Landlord has failed to substantially restore the damaged Premises within three hundred sixty-five (365) days of the Casualty ("Restoration Period"); (ii) the Restoration Period has not been delayed by *force majeure*; and (iii) Tenant gives Landlord notice of the termination within fifteen (15) days after the end of the Restoration Period (as extended by any *force majeure* delays).

11.4. Tenant's Restoration Obligations. Unless terminated, the Lease shall remain in full force and effect, and Tenant shall at Tenant's sole cost and expense promptly restore, repair and replace all alterations, additions, improvements, fixtures, signs and equipment installed by Tenant. All repair, restoration or replacement shall be at least to the same condition as existed prior to the Casualty. The proceeds of all insurance carried by Tenant on its property shall be held in trust by Tenant for the purposes of such repair, restoration, or replacement.

11.5. Rent Abatement. If Premises is rendered wholly untenable by the Casualty, then the Base Rent payable by Tenant shall be fully abated. If the Premises is only partially damaged, then Tenant shall continue the operation of Tenant's business in any part not damaged to the extent reasonably practicable from the standpoint of prudent business management, and Base Rent shall be abated proportionately to the portion of the Premises rendered untenable. The abatement shall be from the date of the Casualty until the Premises have been substantially repaired and restored by Landlord, or until Tenant's business operations are restored in the entire Premises, whichever shall first occur. However, if the Casualty is caused by the negligence or other wrongful conduct of Tenant or of Tenant's subtenants, licensees, contractors, or invitees, or their respective agents or employees, there shall be no abatement of Base Rent. Further, there shall be no abatement of any Additional Rent owed under this Lease.

11.6. Waiver of Claims. The abatement of the Rent set forth above is Tenant's exclusive remedy against Landlord in the event of a Casualty. Tenant hereby waives all claims against Landlord for any compensation or damage for loss of use of the whole or any part of the Premises and/or for any inconvenience or annoyance occasioned by any Casualty and any resulting damage, destruction, repair, or restoration.

## ARTICLE XII CONDEMNATION

If all of the Premises is taken or condemned for a public or quasi-public use, or if a material portion of the Premises is taken or condemned for a public or quasi-public use and the remaining portion thereof is not reasonably usable by Tenant, in the reasonable judgment of Tenant, or if the remaining portion of the Premises cannot be reasonably restored to a complete architectural unit, in the reasonable judgment of Landlord, then in either case this Lease shall terminate as of the earlier of the date title to the condemned real estate vests in the condemnor. In such event, the Base Rent herein reserved and other sums payable hereunder shall be apportioned and paid in full by Tenant to Landlord to that date and neither party shall thereafter have any liability hereunder, except that any obligation or liability of either party, actual or contingent, under this Lease which has accrued on or prior to such termination date shall survive. If only part of the Premises is taken or condemned for a public or quasi-public use and this Lease does not terminate as provided above, neither the Base Rent nor any portion thereof shall abate and this Lease and every term and provision hereof shall remain in full force and effect. Landlord shall be entitled to receive the entire award in any proceeding with respect to any taking, without deduction therefrom for any estate vested in Tenant by this Lease, and Tenant shall receive no part of such award. Notwithstanding the foregoing, to the extent any such condemnation proceeds awarded to Landlord are specifically earmarked by the condemning authority as compensation to Tenant for a taking of its property, Tenant shall be entitled to receive such earmarked funds. Nothing herein contained shall be deemed to prohibit Tenant from making a separate claim, against the condemnor, to the extent permitted by law, for the value of Tenant's moveable trade fixtures, machinery, moving expenses and any other amount Tenant may lawfully claim provided the same does not diminish Landlord's award.

## ARTICLE XIII LANDLORD'S ACCESS TO PREMISES

Landlord's property manager and Landlord's officers and authorized employees, or any other party authorized by Landlord of whom Tenant has received prior notice, shall have the right to enter the Premises during normal business hours and upon reasonable notice for the purpose of making inspections or showing the same to prospective purchasers or lenders, or both. However, said inspections shall be coordinated and conducted in a manner to avoid causing any



unreasonable interference with Tenant's business operations. During the last six (6) months of the Term, Landlord and those persons authorized by it shall have the right to place a "FOR LEASE" sign at the Premises and at reasonable times and upon reasonable notice to show the Premises to prospective tenants. During the Term, Landlord and those persons authorized by it shall have the right to place a "FOR SALE" sign at the Premises and at reasonable times and upon reasonable notice to show the Premises to prospective purchasers.

#### ARTICLE XIV ASSIGNMENT AND SUBLETTING

14.1. No Assignment Without Landlord's Consent. Except for the Permitted Assignments, Tenant may not assign or sublet its interest in this Lease, the Premises, or any interest in the whole or in any portion thereof, without the prior written consent of Landlord, which consent will not be unreasonably withheld provided that (i) no Event of Default (as defined in Article XXIV below) has occurred and is continuing at the time of the request for consent to the assignment or sublease, (ii) the assignee or subtenant shall assume in writing the performance of all of the terms, provisions and covenants of this Lease on the part of Tenant to be kept and performed, (iii) the net worth of the proposed assignee is equal to or exceeds that of the Tenant named in this Lease as of the date hereof or the date of the proposed assignment, whichever is greater, and (iv) Tenant shall deliver to Landlord within ten (10) days (or as soon thereafter as is reasonably practicable) after the assignment or subletting an executed duplicate of such agreement, together with a duly executed assumption agreement.

14.2. No Assignment By Operation of Law. No interest of Tenant in this Lease shall be assignable by operation of law. Each of the following acts shall be considered an involuntary assignment: (1) if Tenant is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which Tenant is the bankrupt; or, if Tenant is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors; (2) if a writ of attachment or execution is levied on this Lease; and, (3) if, in any proceeding or action to which Tenant is a party, a receiver is appointed with authority to take possession of the Premises. An involuntary assignment shall constitute a default by Tenant and Landlord shall have the right to elect to terminate this Lease, in which case this Lease shall not be treated as an asset of Tenant.

14.4. Definition of Assignment. For the purpose of this Section, the word "assignment" shall be defined and deemed to include the following: (i) if Tenant is a partnership, the withdrawal or change, whether voluntary, involuntary or by operation of law, of partners owning thirty percent (30%) or more of the partnership, or the dissolution of the partnership; (ii) if Tenant consists of more than one person, an assignment, whether voluntary, involuntary, or by operation of law, by one person to one of the other persons that is a Tenant; (iii) if Tenant is a corporation, any dissolution or reorganization of Tenant, or the sale or other transfer of a controlling percentage (hereafter defined) of capital stock of Tenant other than to an affiliate or subsidiary or the sale of thirty (30) percent (30%) in value of the assets of Tenant; (iv) if Tenant is a limited liability company, the change of members whose interest in the company is thirty (30%) or more. The phrase "controlling percentage" means the ownership of, and the right to vote, stock possessing at least thirty (30) percent (30%) of the total combined voting power of all classes of Tenant's capital stock issued, outstanding and entitled to vote for the election of directors, or such lesser percentage as is required to provide actual control over the affairs of the corporation.

14.3. Permitted Assignment. Notwithstanding anything contained in this Lease to the contrary, in the event that no Event of Default exist hereunder, Tenant may assign this Lease or sublease part or all of the Premises without Landlord's consent as follows (each a "Permitted Assignment"): (i) an assignment or sublease (including the transfer of any stock or equity interests) to any corporation, limited liability company, or partnership or other entity that controls, is controlled by, or is under common control with, Tenant (including subsidiaries or affiliates of Tenant or its controlling entity(ies)); (ii) an assignment or sublease to any corporation, limited liability company, partnership or other entity resulting from the reorganization, merger or consolidation by or with Tenant or an affiliate of Tenant or to any entity to which Tenant is selling a controlling interest in its assets or stock, or which acquires all of Tenant's assets as a going concern of the business that is being conducted on the Premises.

14.4. No Release of Tenant. Notwithstanding anything contained herein to the contrary, no assignment or sublease (including any Permitted Assignment) shall release Tenant of any of its obligations under this Lease.

#### ARTICLE XV SURRENDER: HOLDING OVER