

**LEASE AGREEMENT**

THIS LEASE AGREEMENT (this “Lease”) is made and entered into this 8<sup>th</sup> day of July, 2022 (“Effective Date”), by and between Landlord and Tenant (individually a “Party” and together the “Parties”).

**WITNESSETH:**

1. **Certain Definitions.** For purposes of this Lease, the following terms shall have the meanings hereinafter ascribed thereto:

- (a) Landlord: 205 20<sup>th</sup> Street North, LLC
- (b) Landlord's Address: Orchestra  
1820 3<sup>rd</sup> Avenue North  
Birmingham, Alabama 35203  
Attention: Property Manager
- (c) Tenant: Synovus Bank
- (d) Tenant's Address: 1111 Bay Avenue  
Suite 500  
Columbus, GA 31901  
Attn: Sharon Sanders
- (e) Guarantor(s): None.
- (f) Guarantor Address(es): N/A
- (g) Building Address: 207 20<sup>th</sup> Street North  
Birmingham, Alabama 35203
- (h) Premises Number: Suite No. 113, as further depicted on Exhibit A
- (i) Rentable Floor Area of Demised Premises: Approximately 805 rentable square feet with the exact rentable square footage to be determined by Landlord and approved by Tenant.
- (j) Rentable Floor Area of Building: 123,787 rentable square feet, subject to some minimal, mutually agreeable change based upon further development of Building.
- (k) Commencement Date: Upon the later of (i) completion of Landlord's Work and (ii) all governmental approvals, including those necessary to retain historical tax credits related to the Building, of Tenant's external signage for the Building, which signage is acceptable to Tenant in its sole discretion.
- (l) Initial Lease Term: The period commencing on the Commencement Date and expiring on the final day of the month in which the sixty (60) month anniversary of the date prior to the Commencement Date occurs.

## (m) Initial Estimate of Tenant's Share of Operating Expenses:

Landlord and Tenant hereby agree that Tenant's proportionate share of Operating Expenses is initially estimated to be \$5.00 per square foot of the Demised Premises per annum. The parties acknowledge that such amount is an estimate only, and the actual amounts shall be determined as further described in this Lease.

## (n) Base Rental Payments (Estimated based on 805 Rentable Square Feet in the Demised Premises and to be adjusted as provided in this Lease):

LEASE YEAR	ANNUAL RENT RATE	
	MONTHLY	PER SQUARE FOOT
Lease Year 1 (Months 1-12)	\$2,012.50*	\$30.00
Lease Year 2 (Months 13-24)	\$2,062.81	\$30.75
Lease Year 3 (Months 25-36)	\$2,114.47	\$31.52
Lease Year 4 (Months 37-48)	\$2,167.46	\$32.31
Lease Year 5 (Months 49-60)	\$2,221.13	\$33.11

## [Option Terms - if applicable]

Lease Year 6 (Months 61-72)	\$2,276.81	\$33.94
Lease Year 7 (Months 73-84)	\$2,333.83	\$34.79
Lease Year 8 (Months 85-96)	\$2,392.19	\$35.66
Lease Year 9 (Months 97-108)	\$2,451.90	\$36.55
Lease Year 10 (Months 109-120)	\$2,512.94	\$37.46
Lease Year 11 (Months 121-132)	\$2,576.00	\$38.40
Lease Year 12 (Months 133-144)	\$2,640.40	\$39.36
Lease Year 13 (Months 145-156)	\$2,706.14	\$40.34
Lease Year 14 (Months 157-168)	\$2,773.90	\$41.35
Lease Year 15 (Months 169-180)	\$2,842.99	\$42.38

As used in this rent table, if the Lease Commencement Date is not the first day of the calendar month, Month 1 shall include the partial month in which the Lease Commencement Date falls and the first full calendar month thereafter. Base Rent for any partial month shall be prorated on a per-diem basis.

\* Notwithstanding any provision in this Lease to the contrary, provided that Tenant is not then in default under the Lease beyond any applicable notice and cure period, Tenant's obligations to pay Base Rent otherwise due under this Lease are hereby abated for the period commencing as of the Commencement Date and expiring on the day that is one hundred eighty (180) days after the Commencement Date (the "Rent Abatement Amount").

## (o) Initial Rent Deposit: None.

## (p) Security Deposit: None.

(q) Broker(s): SRS Real Estate Partners and Orchestra Partners Brokerage, LLC  
(Landlord's Broker) and CBRE, Inc. and Southpace Properties, Inc. (Tenant's Broker).

2. Lease of Premises. Landlord, in consideration of the covenants and agreements to be performed by Tenant, and upon the terms and conditions herein stated, does hereby rent and lease unto Tenant, and Tenant does hereby rent and lease from Landlord, those certain premises (the "Demised Premises" or the "Premises") in the building (hereinafter referred to as "Building") located at the Building Address, which Demised Premises are shown on the floor plan attached hereto as Exhibit "A" and by this reference made a part hereof, with no easement for light, view or air included in the Demised Premises or being granted hereunder. The "Project" is comprised of the Building, any walkways or other means of access to the Building, all common areas owned or controlled by Landlord ("Common Areas"), including any lobbies or plazas, and any other improvements, seating areas, parking areas, or landscaping on or about the Project located at the Building address. Landlord reserves the right at any time to change the name of either the Project or the Building. Subject to the terms hereof, Landlord grants to Tenant and its employees, agents, customers, and invitees a non-exclusive right during the Lease Term to use the Common Areas, in common with Landlord and the other tenants of Landlord and such parties' employees, agents, customers, and invitees right to use the same.

3. Term. The term of this Lease ("Lease Term") shall be for the period commencing on the Commencement Date and, unless extended or sooner terminated as provided in this Lease, ending on the expiration of the Initial Lease Term. Promptly after the Commencement Date Landlord shall send to Tenant a Supplemental Notice in the form of Exhibit "B" attached hereto and by this reference made a part hereof, confirming the Commencement Date, the date of expiration of the Lease Term in accordance with Article 1 above, and certain other matters as therein set forth.

Tenant shall have the right to extend the Lease Term for an additional sixty (60) month period which shall commence immediately upon expiration of the Initial Lease Term ("**First Renewal Term**"). If Tenant fails to notify Landlord in writing on or before one hundred eighty (180) days prior to the end of the Term of this Lease ("**First Renewal Term Notice Period**"), Tenant's right to extend the Lease for the First Renewal Term shall lapse, and this Lease shall terminate upon expiration of the Term of this Lease. If Tenant extends the Term of this Lease for the First Renewal Term, all terms and conditions of this Lease shall remain in effect and reference to the Term of the Lease shall include the First Renewal Term.

Tenant shall have the right to extend the Term for an additional sixty (60) month period which shall commence immediately upon expiration of the First Renewal Term of this Lease ("**Second Renewal Term**"). If Tenant fails to notify Landlord in writing on or before one hundred eighty (180) days, but not more than three hundred sixty-five (365) days, prior to the end of the First Renewal Term of this Lease ("**Second Renewal Term Notice Period**"), Tenant's right to extend the Lease for the Second Renewal Term shall lapse, and this Lease shall terminate upon expiration of the First Renewal Term of this Lease. If Tenant extends the Term of this Lease for the Second Renewal Term, all terms and conditions of this Lease shall remain in effect and reference to the Term of the Lease shall include the Second Renewal Term.

In the event of any delay in delivery of the Premises to Tenant due to delays attributable to Tenant, the Commencement Date for the purpose of determining the commencement of Tenant's obligation to pay Base Rental shall be the date that the Premises would have been delivered to Tenant absent such Tenant delays, subject to the terms hereof.

4. Possession. The obligations of Landlord and Tenant with respect to the initial leasehold improvements to the Premises are set forth in this Lease and in Exhibit "C" attached hereto and by this reference made a part hereof. Landlord shall deliver to Tenant, and Tenant hereby agrees to accept, the Premises upon the

Commencement Date in a warm white box condition, consisting of installation of demising walls; paint ready walls up to ceiling; HVAC unit (however, Tenant is responsible for delivery systems, duct work, and control system costs and installation to the extent located within the Premises); open ceiling (no dropped ceiling); lighting installed with electrical switches and outlets as required by applicable code; installation of the necessary mains and conduits to bring water, sewer service, HVAC, and electricity up to the point of connection in the Premises; plumbing stub-ups and sprinkler system (but not dropped to finished ceiling height); and a concrete floor, and in compliance with Landlord's obligations hereunder ("Landlord's Work").

Notwithstanding any provision to the contrary, Landlord represents and warrants that the HVAC system, mechanical equipment, plumbing, roofing and electrical systems servicing the Premises shall be in good working order as of the Commencement Date.

## 5. Rental Payments.

(a) Continuing throughout the Lease Term, Tenant hereby agrees to pay all Rent due and payable under this Lease. As used in this Lease, the term "Rent" shall mean the Base Rental, Tenant's Forecast Additional Rental, and any other amounts that Tenant agrees to pay under the provisions of this Lease that are owed to Landlord, including without limitation any and all other sums that may become due by reason of any default of Tenant or failure on Tenant's part to comply with the agreements, terms, covenants and conditions of this Lease to be performed by Tenant. Base Rental together with Tenant's Forecast Additional Rental shall be due and payable in monthly installments on the first day of each calendar month, throughout the Lease Term and any extensions or renewals thereof, and Tenant hereby agrees to pay such Rent monthly in advance to Landlord at Landlord's Address (or such other address as may be designated by Landlord in writing from time to time). Tenant shall pay all Rent and other sums of money as shall become due from and payable by Tenant to Landlord under this Lease at the times and in the manner provided in this Lease, without demand, deduction, set off or counterclaim except as otherwise set forth in this Lease. All sums or amounts payable or reimbursable hereunder by Tenant to Landlord shall be deemed to be rental hereunder whether or not designated as such.

(b) If the Commencement Date is other than the first day of a calendar month or if this Lease terminates on other than the last day of a calendar month, then the installments of Base Rental and Tenant's Forecast Additional Rental for such month or months shall be prorated on a daily basis and the installment or installments so prorated shall be paid in advance. Also, if the Commencement Date occurs on other than the first day of a calendar year, or if this Lease expires or is terminated on other than the last day of a calendar year, Tenant's Additional Rental shall be prorated for such commencement or termination year, as the case may be. The calculation described in Article 8 hereof shall be made as soon as possible after the expiration or termination of this Lease, and Landlord and Tenant hereby agree that the provisions relating to said calculation shall survive the expiration or termination of this Lease.

(c) Reserved.

(d) No payment by Tenant or acceptance by Landlord of an amount less than the Rent herein stipulated or otherwise becoming due shall be deemed a waiver of any other Rent due. No partial payment or endorsement on any check or any letter accompanying such payment of Rent shall be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to collect the balance of any Rent due under the terms of this Lease or any late charge assessed against Tenant hereunder. All payments received by Landlord shall be applied by Landlord as Landlord may determine in accordance with the terms of this Lease, regardless of any notation that may be made on any check or any letter accompanying such payment.

(e) Tenant's responsibility for the prompt and timely payment of all items of Rent shall include, without limitation, all utilities serving the Premises, including without limitation electrical power, water,

sewer, garbage collection and other sanitary services, and gas (except those utilities which are sub-metered and/or billed directly to Tenant and paid directly by Tenant), and all penalties and interest due with respect to any payments which Tenant fails to make in a proper and timely manner. If Tenant fails to pay any of said utility bills, Landlord may pay the same and such payment may be added to the rental of the Premises next due as Tenant's Additional Rent. Tenant shall promptly make such payments upon Landlord's demand therefor or upon Tenant's receipt of an invoice therefor from the applicable utility provider.

(f) So long as said changes do not, in Tenant's commercially reasonable judgment, unreasonably impact or materially impair Tenant and/or Tenant's business operations, Landlord reserves the right to improve, alter or otherwise modify the Project in a commercially reasonable manner and, as a result of any actual changes thereto, the Rentable Floor Area of the Building and Tenant's Additional Rent shall be adjusted accordingly. Any such required adjustment to Rent reflecting an increase or decrease in the square feet of Rentable Floor Area, shall be confirmed in an amendment to this Lease, signed by both parties and attached hereto as a part hereof for all purposes; provided, however, that in no event shall the Rentable Floor Area of the Premises be changed without Tenant's prior written consent.

(g) Notwithstanding anything to the contrary contained in this Lease, if Landlord elects to implement a system of automated electronic payments, Automated Clearing House, or Credit and Debit Card transactions ("ACH Transfers") for the payment of any all amounts due under this Lease by providing written notice to Tenant, within thirty (30) days after receipt of such notice, Tenant shall provide Landlord with all information and documentation reasonably required by Landlord to implement and keep in effect the ACH Transfers.

6. Base Rental. Subject to the terms of this Lease including, but not limited to, the adjustment of the rental square footage of the Premises as provided in the Lease, Tenant shall pay to Landlord a base monthly rental (the "Base Rental") equal to the Base Rental set forth in Article 1 above.

7. Lease Year. As used in this Lease, the term "Lease Year" shall mean a period of twelve (12) consecutive calendar months, or a portion thereof falling within the Lease Term, with the first Lease Year commencing with the first day of the first calendar month beginning on or after the Lease Commencement Date and each subsequent Lease Year commencing on each anniversary during the Term of the first day of the first Lease Year. The period, if any, from the Lease Commencement Date to the beginning of the first Lease Year shall be treated as if it were part of the first month of the first Lease Year under this Lease for all purposes.

8. Additional Rental.

(a) Subject to the terms of this Lease, from and after the Lease Commencement Date, Tenant shall pay to Landlord "Tenant's Forecast Additional Rental" (as defined below). Payment of Tenant's Forecast Additional Rental shall be made in monthly installments pursuant to Landlord's statement thereof (as contemplated below) and as set forth in Article 5.

(b) For purposes of this Lease, "Tenant's Forecast Additional Rental" shall mean Landlord's reasonable estimate of Tenant's Additional Rental for the next occurring calendar year or portion thereof. If at any time during a calendar year it appears to Landlord that Tenant's Forecast Additional Rental for that current calendar year will vary from Landlord's estimate by more than five percent (5%), Landlord shall have the right to revise, by notice to Tenant, its estimate for such year, and subsequent payments by Tenant for such year shall be based upon such revised estimate of Tenant's Additional Rental. In no event shall Landlord increase the monthly installment amounts by more than five percent (5%) from the calculation of the monthly installments calculated from the original Tenant's Forecast Additional Rent for that calendar year. Failure to make a revision contemplated by the

immediately preceding sentence shall not prejudice Landlord's right to collect the full amount of Tenant's Additional Rental except as otherwise set forth herein. Prior to the Lease Commencement Date and periodically thereafter during the Lease Term, including any extensions thereof, Landlord shall present to Tenant a statement of Tenant's Forecast Additional Rental for the applicable calendar year during the Lease Term; provided, however, that if such statement is not given prior to the beginning of any calendar year as aforesaid, Tenant shall continue to pay during the next ensuing calendar year on the basis of the amount of Tenant's Forecast Additional Rental payable during the calendar year just ended until the month after such statement is delivered to Tenant.

(c) For purposes of this Lease, "Tenant's Additional Rental" shall mean for each calendar year (or portion thereof), the Operating Expense Amount for each calendar year calculated as follows: The Total Operating Expenses for the calendar year (as defined below) multiplied by the quotient the numerator of which is the total square footage of the Building and the denominator of which is the rental square footage of the Premises.

(d) Within ninety (90) days after the end of the calendar year in which the Lease Commencement Date occurs and of each calendar year thereafter during the Lease Term, Landlord shall provide Tenant a statement showing the Operating Expenses for the prior calendar year and a statement prepared by Landlord comparing the actual payments made by Tenant pursuant to Landlord's calculation of Tenant's Forecast Additional Rental with amount that would have been due from Tenant based on the actual Operating Expenses for the prior calendar year (the "Additional Rent Reconciliation"). In the event the Additional Rent Reconciliation shows that Tenant paid more than it was required to pay, Landlord shall credit such amount against Rent due hereunder or, if the Lease Term has expired or is about to expire, refund such excess to Tenant if Tenant is not in default under this Lease (in the instance of a default such excess shall be held as additional security for Tenant's performance, may be applied by Landlord to cure any such default, and shall not be refunded until any such default is cured). In the event that the Additional Rent Reconciliation shows that additional amounts are owed from Tenant for the prior calendar year, Tenant shall pay such amounts due and owing within thirty (30) days of receipt of Landlord's statement. Notwithstanding the foregoing, in no event shall the amount owed by Tenant under the Additional Rent Reconciliation exceed five percent (5%) of Landlord's calculation of Tenant's Forecast Additional Rent. The provisions of this Lease concerning the payment of Tenant's Additional Rental shall survive the expiration or earlier termination of this Lease.

(e) Notwithstanding any provision in this Lease to the contrary, if Landlord reasonably determines that any Operating Expenses arising from Tenant's use of the Premises are extraordinary or materially in excess of normal and reasonable amounts beyond Tenant's Share, Landlord shall have the right to directly invoice Tenant for all Operating Expenses attributable to such excessive use and such amount shall be included as Additional Rent, as further described below. Landlord shall have the right to separately meter or otherwise measure all Operating Expenses attributable to such excessive use, and such Operating Expenses and other costs reasonably incurred by Landlord in connection with such metering or measurement, including, but not limited to, Landlord's sub-meter installation costs, shall be included as Additional Rent.

(f) Notwithstanding any provision to the contrary, Tenant shall be responsible for timely payment or, as applicable, reimbursement to Landlord, of all utility costs to the extent separately metered, sub-metered, or otherwise designated for Tenant's usage thereof. Tenant shall secure the provision of all utilities exclusively serving the Premises and Landlord shall reasonably cooperate with Tenant in connection therewith. Tenant shall pay all fees for establishing such exclusive accounts in Tenant's name and all such ongoing utility expenses at the Premises. Tenant is responsible for all deposits and the cost of connection of said utilities exclusively serving the Premises, including but not limited to panels, meters, and wiring. Landlord does not warrant that any utility services provided with respect to the Premises will be free from interruptions arising from causes beyond the reasonable control of Landlord. Any such interruption of service shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises, or any part thereof, or render Landlord liable to Tenant for damages, or relieve Tenant from the performance of Tenant's obligations under this Lease unless such interruption of service is due to

the gross negligence or willful acts of Landlord, its employees, agents, or contractors. Landlord shall have no responsibility or liability for the failure of any public or private utility to supply sufficient or adequate utility services to the Premises.

(g) Except as otherwise expressly provided in this Lease, this Lease shall be a so-called "true net lease" and Landlord shall receive the Base Rent and Additional Rent free from, without limitation, all expenses of ownership or occupancy, real estate taxes, taxes or other governmental charges of every kind and nature whatsoever imposed with respect to any business conducted in or about the Premises by Tenant or any personal property used or stored by Tenant in connection therewith, HVAC system maintenance, repair or replacement costs (except for those repair and replacement costs which are the responsibility of Landlord hereunder), and including any such costs arising from the utilities servicing the Premises, maintenance, repair, replacement, operation of the Premises, and property and liability insurance coverage with respect to the Premises ("Additional Rent").

9. Operating Expenses.

(a) For the purposes of this Lease, "Operating Expenses" shall mean all expenses, costs and disbursements (but not specific costs billed to specific tenants of the Building) of every kind and nature, except as otherwise provided in this Lease, relating to or incurred or paid in connection with the ownership, management, marketing, operation, insuring, cleaning, repair, landscaping, and maintenance of the Project, including but not limited to, the following:

(1) wages, salaries and other costs of all on-site and off-site employees engaged either full or part-time in the operation, management, maintenance or access control of the Project, including taxes, insurance and benefits relating to such employees, allocated based upon the time such employees are engaged directly in providing such services;

(2) the cost of all supplies, tools, equipment and materials used in the operation, management, maintenance and access control of the Project;

(3) the cost of all utilities for the Project, including but not limited to the cost of electricity, gas, water, and sewer services;

(4) the cost of all maintenance and service agreements for the Project and the equipment therein, including but not limited to security service, if any, and window cleaning, elevator maintenance, HVAC maintenance (excluding, however, separate units to the extent covered under a separate service agreement obtained by Tenant in accordance herewith), janitorial service, waste disposal and recycling service, telecommunications services, interior and/or exterior landscaping maintenance and customary interior and/or exterior landscaping replacement;

(5) the cost of repairs and general maintenance of the Project, except for those costs which are the responsibility of Landlord under this Lease;

(6) amortization of capital expenditures made by Landlord for the purpose of reducing Operating Expenses, promoting safety, complying with governmental requirements, or maintaining the class and nature of the Project, such amortization, with interest, to be made over such improvement's useful life;

(7) the cost of casualty, rental loss, liability and other insurance applicable to the Project and Landlord's personal property used in connection therewith;

(8) the cost of trash and garbage removal, air quality audits, vermin extermination, and snow, ice and debris removal;

(9) the cost of legal and accounting services incurred by Landlord in connection with the management, maintenance, operation and repair of the Project, excluding the owner's or Landlord's general accounting, such as partnership statements and tax returns, and excluding services for preparation of leases for tenants and prospective tenants, disputes with tenants, or services otherwise not attributable to the operation or management of the Project;

(10) all taxes, assessments and governmental charges, whether federal, state, county or municipal and whether they be by taxing districts or authorities presently taxing the Project or by others subsequently created or otherwise, and any other taxes and assessments attributable to the Project or its operation (and the costs of contesting any of the same), including community improvement district taxes and business license taxes and fees, excluding, however, taxes and assessments imposed on the personal property of the tenants of the Project, federal and state taxes on income, death taxes, franchise taxes, and any taxes (other than business license taxes and fees) imposed or measured on or by the income of Landlord from the operation of the Project; and it is agreed that Tenant will be responsible for ad valorem taxes on its personal property and on the value of the leasehold improvements in the Demised Premises to the extent that the same exceed base Building improvements, if said taxes are based upon an assessment which includes the cost of such leasehold improvements in excess of base Building improvements (and if the taxing authorities do not separately assess Tenant's leasehold improvements, Landlord may make an appropriate allocation of the ad valorem taxes allocated to the Project to give effect to this sentence);

(11) the cost of operating the management office for the Project, including in each case the cost of office supplies, bulletins or newsletters distributed to tenants, postage, telephone and other communication expenses, maintenance and repair of office equipment, non-capital investment equipment, , and rent, allocated based upon the percentage of cost that such management office devotes directly to the Project;

(12) if a fitness center, conference center or other amenity available for use by tenants of the Building is operating within the Project, the pro rata share applicable to the Building (allocated on a per square foot basis among the buildings whose tenants have the right to utilize the amenity in question) of the costs of operating, managing, maintaining and repairing such amenity and the equipment and furnishings therein, including, without limitation, the cost of utilities, janitorial services, supplies, insurance, personal property taxes, rent and amortization of the cost of replacing worn out or obsolete equipment, furniture, or other applicable items, but excluding costs of upfitting the amenity space and the costs of purchasing the equipment and furniture initially installed in the amenity in question;

(13) management fees for any real property management or administrative services for the Project not to exceed 3% of gross Building rents received (on a monthly basis);

(14) Such other expenses paid by Landlord, from time to time, in connection with the operation and maintenance of the Project as would be expected to be paid by a reasonable and prudent operator and manager of a site comparable to the Project; and

(15) fees, dues, and/or assessments and any other costs and expenses incurred by Landlord under and pursuant to any condominium documents from time to time affecting the Demised Premises and/or Building.

(b) For purposes of this Lease, and notwithstanding anything in any other provision of this Lease to the contrary and unless specifically addressed in Section 9(a) above, "Operating Expenses" shall

not include the following:

- (1) any expenses which, under generally accepted accounting principles and sound management practices consistently applied, would not be considered a normal maintenance or operating expense;
- (2) all costs associated with the operation of the business of the ownership or entity which constitutes "Landlord", as distinguished from the costs of Building operations, including, but not limited to, costs of partnership accounting and legal matters, costs of defending any lawsuits with any mortgagee (except as the actions of Tenant may be in issue), costs of selling, syndicating, financing, mortgaging, or hypothecating any of the Landlord's interest in the Building and/or common areas, costs of any disputes between Landlord and its employees, costs of disputes of Landlord with Building management, or costs paid in connection with disputes with Tenant or any other tenants;
- (3) all costs (including permit, license and inspection fees) incurred in renovating or otherwise improving or decorating, painting or redecorating space for tenants or other occupants or in renovating or redecorating vacant space, including the cost of alterations or improvements to Tenant's Premises or to the premises of any other tenant or occupant of the Building or its common areas;
- (4) any cash or other consideration paid by Landlord on account of, with respect to, or in lieu of the tenant improvement work or alterations described in clause (3) above;
- (5) costs incurred by Landlord in connection with the construction of the Building and related facilities, the correction of defects in construction, the discharge of Landlord's obligations under the work letter attached to any lease, or the cost of Landlord's negligence, including without limitation, the selection of building materials;
- (6) any improvement installed or work performed or any other cost or expense incurred by Landlord in order to comply with the requirements for obtaining or renewing a certificate of occupancy for the Building or any space therein;
- (7) any reserves for equipment or capital replacement to be purchased or replaced in the future;
- (8) any costs of any services sold or provided to Tenant or other tenants or occupants for which Landlord or managing agent is entitled to be reimbursed by Tenant or such other tenants or occupants as an additional charge or rental over and above the basic rent (and escalations thereof);
- (9) expenses in connection with services or other benefits which are exclusively provided to another tenant or occupant and does not benefit Tenant;
- (10) costs for all items and services for which Tenant or other tenants or occupants reimburse Landlord or pay to third parties or which Landlord provides selectively to one or more tenants or occupants of the Building (other than Tenant) without reimbursement;
- (11) depreciation and amortization of the Building;
- (12) costs incurred due to violation by Landlord or managing agent or any tenant of the terms and conditions of any lease or any violation of Law;

(13) payments in respect to overhead or profit to subsidiaries or affiliates of Landlord, or to any party as a result of a non-competitive selection process, for management or other services in or to the Building, or for supplies or other materials, to the extent that the costs of such services, supplies, or materials exceed the costs that would have been paid had the services, supplies or materials been provided by parties unaffiliated with Landlord on a competitive basis;

(14) interest on debt or amortization payments on any mortgages or deeds of trust or any other debt service or instrument encumbering the Building or Property;

(15) Landlord's or Landlord's managing agent's general corporate overhead and general administrative expenses;

(16) wages, salaries and other compensation paid to any executive employee of Landlord or Landlord's managing agent above the grade of general manager;

(17) any cost or expense related to removal, cleaning, abatement or remediation of Hazardous Substances in or about the Building or common areas or Land, including without limitation, Hazardous Substances in the ground water or soil; provided, however, that Tenant shall pay all costs associated with any removal, clean-up or remediation of Hazardous Substances contamination caused by Tenant;

(18) any compensation paid to clerks, attendants, concierges or other persons working in or managing commercial concessions operated by Landlord or Landlord's managing agent;

(19) any rental payments and other related expenses incurred in leasing air conditioning systems, elevators or other equipment ordinarily considered to be of a capital nature, except equipment which is used in providing janitorial services and which is not affixed to the Building or in the case of emergencies, making repairs, or keeping permanent systems in operation while repairs are being made;

(20) advertising and promotional costs not related to the Building;

(21) the cost of repairs or other work incurred by reason of fire, windstorm or other casualty (except that deductibles, which shall be limited to an amount consistent with similar buildings in the same metropolitan area in which the Building is located paid pursuant to any insurance shall be included in Operating Expenses) the extent that Landlord is compensated therefore through proceeds of insurance, or would have been so reimbursed if Landlord had in force all of the insurance required to be carried by Landlord under the provisions of this Lease;

(22) the cost of repairs or other work incurred by the exercise of the right of eminent domain to the extent that Landlord is compensated therefore through condemnation awards;

(23) leasing commissions, attorneys' fees, costs and disbursements and other expenses incurred in connection with negotiations or disputes with tenants or other occupants or prospective tenants or other occupants, or associated with the enforcement of any leases or the defense of Landlord's title to or interest in the Building or any part thereof or common areas or any part thereof, or legal or other professional fees incurred in connection with any real estate tax reduction proceedings unless successful and then only to the extent of the savings;

(24) any expenses of any kind or nature incurred by Landlord with respect to space located in another building in connection with the leasing of space in the Building, commonly known as "takeover" expenses;

(25) except with respect to the Building, all administrative and other costs related to the Building's leasing, marketing, and construction (tenant improvement or otherwise) programs, including, but not limited to, the reasonable allocation of the wages, salaries, employee benefits and taxes for all personnel involved in the Building's leasing, marketing, and/or construction programs, and the reasonable allocation of the Building management office expenses such as office supplies, office equipment, telephone expenses, and all other miscellaneous administrative expenses;

(26) Landlord's gross receipts taxes, personal and corporate income taxes, inheritance and estate taxes, and other business taxes and assessments, franchise, gift and transfer taxes;

(27) any real estate taxes payable by Tenant or any other tenant in the Building under the applicable provisions in their respective leases;

(28) any real estate taxes allocable to the tenant improvements of Tenant or other tenants or occupants in the Building or common areas which are over and above the Landlord's standard tenant improvement allowance and are payable by Tenant or such other tenants or occupants;

(29) unless approved by Tenant in advance and in writing, any separately designated cost associated with obtaining a warranty, and all costs of repair or replacement of any item covered by a warranty, where such warranty covers such repair or replacement cost;

(30) costs of which Landlord is reimbursed by its insurance carrier or by any tenant's insurance carrier or by any other entity;

(31) costs associated with the installation, maintenance and removal of any exterior signage associated with the Building, but not its tenants, and all related signage facilities;

(32) any fines, costs, penalties or interest resulting from the gross negligence or willful misconduct of Landlord or its agents, contractors, or employees;

(33) if applicable, rental payments and any related costs pursuant to any ground lease of land underlying all or any portion of the Building and common areas;

(34) any costs or fees that are unreasonable in view of the goods or services obtained for such costs or fees, but only to the extent that such costs exceed what is reasonable;

(35) any costs, fees, dues, contributions or similar expenses for political, charitable, industry association or similar organizations;

(36) any rental and any associated costs, either actual or not, for Landlord's or Landlord's managing agent's leasing office;

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

(38) any costs, other than common areas costs, separately incurred in connection with retail operations in the Building;

(39) acquisition costs for sculptures, paintings, or other objects of art other than basic painting and objects of art that would typically be located in buildings like the Building and which the costs of acquisition are reasonable in light of the value of the Building and the tenants therein;

(40) any capital costs incurred in connection with the original construction of the Building or Property or with any major changes to same, including but not limited to additions or deletions of floors, and/or costs associated with any major renovations of the common areas, or upgrades of major Building or Property systems;

(41) any cost of earthquake insurance or terrorism insurance, if applicable;

(42) costs incurred in connection with upgrading the Building to comply with disability or life insurance requirements, or life safety codes, ordinances, statutes, or other applicable Laws in effect prior to the Commencement Date including, without limitation, the ADA; and

(43) any costs for which Landlord has been compensated by a management fee; for example, accounting costs necessary to operate the Building and report its financial status to the Landlord.

Tenant acknowledges that the Building is a part of the mixed-use Project, which will or may include other improvements and/or use subdivisions thereof (e.g., residential, commercial, and/or condominium units) and that certain of the cost of management, operation and maintenance of the Project shall, from time to time, be allocated among and shared among the improvements and subdivisions in the Project which benefit therefrom (including the Building). The determination of such cost and their allocation shall be made by Landlord in its reasonable discretion and, in connection therewith, in the event of special circumstances where a component of Operating Expenses is not being used by or should not be allocated to all tenants in the Building, the Landlord may recalculate the Tenant's Share with respect to such special circumstances in Landlord's reasonable discretion. Accordingly, the term "Operating Expenses" as used in this Lease shall, from time to time, include some cost, expenses and taxes enumerated above which were incurred with respect to and shared among other improvements and/or subdivisions in the Project but which were allocated to and shared by the Building in accordance with the foregoing.

10. Tenant Taxes; Rent Taxes. Tenant shall pay promptly when due all taxes imposed or assessed upon Tenant's gross sales, business operations, machinery, equipment, trade fixtures and other personal property or assets, whether such taxes are assessed against Tenant, Landlord, or the Building. In the event that such taxes are imposed or assessed against Landlord or the Building, Landlord shall furnish Tenant with all applicable tax bills, public charges and other assessments or impositions and Tenant shall forthwith pay the same either directly to the taxing authority or, at Landlord's option, to Landlord. In addition, in the event there is imposed at any time a tax upon and/or measured by the rental payable by Tenant under this Lease, whether by way of a sales or use tax or otherwise, Tenant shall be responsible for the payment of such tax and shall pay the same on or prior to the due date thereof; provided, however, that the foregoing shall not include any inheritance, estate, succession, transfer, gift or income tax imposed on or payable by Landlord.

11. Payments. All payments of Rent and other payments to be made to Landlord shall be made on a timely basis and shall be payable to Landlord or as Landlord may otherwise designate. All such payments shall be mailed or delivered to Landlord's Address designated in Article 1 above or at such other place as Landlord may designate from time to time in writing. If mailed, all payments shall be mailed in sufficient time and with adequate postage thereon to be received in Landlord's account by no later than the due date for such payment.

12. Late Charges. Any Rent or other amounts payable to Landlord under this Lease, if not paid within ten (10) days after when such Rent is due hereunder, or within ten (10) days after the due date specified in any invoices from Landlord for any other amounts payable hereunder, shall incur a late payment service charge of five percent (5%) of all amounts past due and in addition thereto, if such amounts continue to be outstanding after the expiration of any notice and cure period hereunder, such amounts shall bear interest at the rate of twelve percent (12%) per annum (but in no event in excess of the maximum lawful rate) from and after the due date for such

payment. In no event shall the rate of interest payable on any late payment exceed the legal limits for such interest enforceable under applicable law.

13. Use Rules. The Demised Premises shall be used in a commercially reasonable, clean, and safe manner for first-class general, administrative, and executive offices for commercial banking, lending facility, and/or retail banking services (the "Permitted Use") and no other purposes and in accordance with all applicable laws, ordinances, rules and regulations of governmental authorities, restrictions and covenants of record, and the Rules and Regulations attached hereto as Exhibit "E" (the "Rules and Regulations") and made a part hereof. Tenant covenants and agrees to abide by the Rules and Regulations in all respects as now set forth and attached hereto or as hereafter reasonably promulgated by Landlord. Landlord shall have the right at all times during the Lease Term to publish and promulgate and thereafter enforce such reasonable rules and regulations or changes in the existing Rules and Regulations as it may reasonably deem necessary in its reasonable discretion to protect the tenantability, safety, operation, and welfare of the Premises and the Project so long as such additional or changed Rules and Regulations apply uniformly to all tenants in the Building and do not impact in any material manner Tenant's use, business, or occupancy of the Premises, or impose any material additional costs or expenses on Tenant. Tenant shall use commercially reasonable efforts to not do or permit anything to be done in or about the Premises that will unreasonably disturb or create a nuisance with respect to any other tenant of the Building or occupants of neighboring property. Notwithstanding the Rules and Regulations in effect at the time of the execution of this Lease or any time thereafter, Tenant shall have the right to install vending machines in non-public areas of the Premises and Tenant shall have the right to serve coffee, snacks, and the like to Tenant's visitors and customers.

As used herein, "**Tenant's Target Opening Date**" shall mean the date no later than the nine (9) month anniversary of the Lease Commencement Date. Except to the extent excused by a Landlord default or breach of its obligations under this Lease, force majeure, or the inability of Tenant to obtain the necessary Regulatory Permits as described in the Special Stipulations Clause 3 of Exhibit F, in the event of Tenant's failure to open the Premises for regular operation to the public in accordance herewith on or before the Tenant's Target Opening Date, or if, at any time after opening, Tenant shall fail to occupy and operate the Premises for regular operation to the public for a period in excess of ninety (90) days, Landlord shall have the right to terminate this Lease upon 30-days' advance written notice (unless Tenant opens within such 30-day period). Except as otherwise set forth herein, in the event Tenant fails to open by the Tenant's Target Opening Date (but, in order to avoid confusion, not in the event Tenant ceases operations as described above after opening by the Tenant's Target Opening Date), the Base Rent Abatement Amount shall be immediately due and payable to Landlord by Tenant.

Tenant shall not create or permit any signage or kiosk or any other obstruction to be placed on the exterior of the Building or upon the Common Areas without the prior written consent of Landlord.

Notwithstanding the foregoing, Landlord shall, at Landlord's expense, identify Tenant on any common area signage provided by Landlord. In addition, Tenant shall also have the right to have a listing on the lobby directory and to, at Tenant's sole cost and expense, and subject to Landlord's reasonable approval, install and maintain wall signage adjacent to Tenant's entrance and in the lobby area of the Building. All such signage in the Building and the Project shall be of a design that has been mutually agreed upon as between Landlord and Tenant and shall comply with any and all signage regulations promulgated by applicable municipal and governmental authorities. Any design and installation fees of Tenant's sign/logo shall be at Tenant's sole cost and expense. Tenant shall have the right to install signs/logo in its discretion (consistent with Tenant's Signage Exhibit Package in Exhibit "G" to the extent applicable) on its entrances on floors in which it occupies the entirety of the floor. With respect to signage, Tenant shall not make or allow any signage to be affixed to the exterior of the Building without Landlord's express and specific written consent, and resulting approval by the applicable governmental authorities, which approval shall be sought by Landlord.

In no event shall the Premises be used for the following prohibited purposes without Landlord's express written advance consent: (i) the commercial sale or distribution of alcoholic beverages; (ii) an adult bookstore, a massage parlor, or a sexually oriented, prurient, or adult entertainment business, club, facility, or establishment; or (iii) for the selling, marketing, leasing, advertising, displaying, exhibiting or distributing of pornographic materials, products, or media, sexually oriented materials, products, or media, or materials, products or media involving or depicting nudity or sexual, obscene or lewd acts, graphic violence, or drug paraphernalia. In no event shall the Premises be used as a nail salon, dry cleaners with on-site cleaning, porn shop, adult video store, adult toy store, or a pay day loan or title loan business.

14. Alterations. Tenant shall not make, suffer or permit to be made any alterations, additions or improvements to or on the Demised Premises or the Project or any part thereof, or attach any fixtures or equipment thereto without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld. All work performed by Tenant or its contractor in connection with any improvements shall be in a good and workmanlike manner and subject to and in accordance with all applicable federal, state, county and city building and/or fire department codes, ordinances, laws, and regulations. Any required alterations, improvements, repairs, or remedial work performed in connection with such improvements to meet said codes, ordinances, laws, and regulations shall be performed by Tenant at Tenant's sole cost and expense. Tenant shall obtain and furnish lien waivers from all mechanics, materialmen and laborers involved in the Tenant alterations and Tenant hereby further agrees to indemnify and hold Landlord harmless from and against any and all mechanics', materialmen's and laborers' liens which may be filed on the basis of any work performed or materials supplied in connection with such work. Tenant shall use commercially reasonable efforts to cause the construction to be performed in a manner that will (i) occur either at times other than customary business operation hours of the Building or at times as otherwise approved in writing by Landlord, such approval not to be unreasonably withheld; and (ii) not interfere with other tenants' use and occupancy of the Building and the Project, as determined by Landlord in Landlord's reasonable discretion. All such alterations, additions and improvements shall become Landlord's property at the expiration or earlier termination of the Lease Term and shall remain on the Project without compensation to Tenant unless Landlord elects by notice to Tenant to have Tenant remove such alterations, additions and improvements, in which event, notwithstanding any contrary provisions respecting such alterations, additions and improvements contained herein, Tenant shall promptly restore, at its sole cost and expense, the Project to its condition prior to the installation of such alterations, additions and improvements, normal wear and tear excepted.

With respect to any work performed at any time in connection with alterations, repairs or improvements to the Premises, Tenant's contractor(s) shall maintain a record of all expenditures that qualify for Qualified Rehabilitation Expenditures as stated by Internal Revenue Code § 47 and commonly associated with Historic Tax Credit eligible projects ("QRE"). Notwithstanding any provision herein to the contrary, Tenant shall not make or allow any alterations or improvements by its contractors to the exterior of the Building or the historic elements of the Premises without Landlord's express and specific written consent, and resulting approval by the applicable governmental authorities, which approval shall be sought by Landlord. Notwithstanding any provision to the contrary, to the extent allowed by applicable law and agreements governing the historic tax credit incentives or benefits with respect to the Premises, no such benefit received by Landlord during the Term with respect to the Premises shall be passed through as a credit to Tenant in any manner.

15. Maintenance; Repairs.

(a) Landlord shall, at its expense, maintain the Building and the Premises in good order and repair, in a condition expected of buildings similar to the Building, subject to normal wear and tear and subject to casualty and condemnation, the structural portions of the Building, exterior walls (excluding windows and entrances not part of Common Areas), roof and roof membrane of the Building, underground plumbing and conduits, the base Building mechanical (including, if so elected by Landlord in accordance herewith, repair and replacement of the HVAC system exclusively servicing the Premises, otherwise such shall be required of Tenant

in accordance herewith), electrical, and plumbing and sewer systems (subject, however, to Tenant's maintenance and repair obligations as further provided herein), the Common Areas, and the public areas and the landscaped areas of the Project. Notwithstanding any provision to the contrary, the cost of any repairs or maintenance necessitated by the intentional acts or negligence of Tenant or its directors, officers, partners, members, shareholders, representatives, agents, contractors, employees, servants, invitees, patrons, guests, visitors, licensees, subtenants, assignees, and any other party for whom Tenant is or shall become liable or responsible (each and together herein referred to as "Tenant's Agents"), shall be borne solely by Tenant. Landlord shall not be required to make any repairs or improvements to the Demised Premises except as set forth herein to the extent necessary for safety and tenantability. Tenant shall endeavor to provide Landlord with notice of any repairs that come to the attention of Tenant that are required to be performed by Landlord under this section, however, the failure of Tenant to provide Notice to Landlord shall not relieve Landlord of its obligations as set forth in the Lease to repair the Building and Premises and otherwise maintain the Building and Premises the condition expected of buildings similar to the Building. Notwithstanding any provision to the contrary, Landlord shall not be responsible to make any such repairs or replacement or to perform any maintenance unless and until Landlord is reasonably aware of the need to make such repairs, replacement, or maintenance.

(b) Unless otherwise provided by Landlord, Tenant covenants and agrees that it will, at its own expense, take good care of the Demised Premises and all alterations, additions and improvements thereto and will keep and maintain the same in good condition and repair, except for normal wear and tear, including but not limited to, windows (including window cleaning), glass and plate glass, doors, storefront doors and glazing, awnings, interior walls and finish work, floors and floor coverings, the sanitary sewer line within the Premises, above-ground plumbing and conduits within the Premises, the electrical system within the Premises, the sprinkler and fire protection systems within the Premises, snow removal with respect to the storefront areas immediately in front of the Premises, changing of light bulbs within the Premises, janitorial services within the Premises, dumpster/trash removal services from the Premises, pest control within the Premises to occur not less than quarterly for each calendar year of the Lease Term, and shall permit no waste. Notwithstanding any provision to the contrary, unless Landlord otherwise elects to maintain and/or replace the HVAC system exclusively servicing the Premises (in which event, the cost of which shall be passed through to Tenant as Operating Expenses subject to the terms hereof), Tenant shall, at its own cost, maintain, repair, and replace as necessary the HVAC system exclusively servicing the Premises, including replacing of air filters, so as to maintain the same in good, working order and condition and shall enter into a service agreement with a qualified HVAC service provider for scheduled, routine service to the HVAC system to occur not less than quarterly for each calendar year of the Lease Term (the "Service Agreement"). Tenant shall within a commercially reasonable time period report, in writing, to Landlord any defective or dangerous condition known to Tenant. If Landlord fails to perform any maintenance, repair or replacement for which it is responsible, within a reasonable period of time after receipt of written notice from Tenant, and provided Tenant first give Landlord written notice the Tenant believes a reasonable period of time has elapsed without the required performance by Landlord, Tenant may, but shall not be required to, perform, or cause to be performed, such work and be reimbursed by Landlord for the reasonable costs and expenses thereof within fifteen (15) days after demand therefore. Landlord has no obligation and has made no promise to alter, remodel, improve, repair, decorate or paint the Demised Premises or any part thereof, except as specifically and expressly set forth in this Lease. Tenant shall not block or cover any of the heating, ventilation, or air-conditioning ducts in the Demised Premises. Tenant shall immediately report to Landlord: (i) any evidence of a water leak or excessive moisture in the Demised Premises; (ii) any evidence of mold or mildew in the Demised Premises; and (iii) any failure or malfunction in the heating, ventilation and air conditioning system serving the Demised Premises. Tenant shall, at its own expense, promptly comply with any and all municipal, county, state and federal statutes, regulations and/or requirements, including, but not limited to, the requirements of the Disabilities Acts (defined below), to the extent applicable or relating to the use, occupancy, or condition of the Demised Premises. Notwithstanding anything in this Lease to the contrary, as between Landlord and Tenant, (A) Except for the Landlord's Work, Tenant shall bear the risk of complying with Title III of the Americans With Disabilities Act of 1990, any state laws governing handicapped access or architectural barriers, and all rules, regulations, and

guidelines promulgated under such laws, as amended from time to time (the "Disabilities Acts") in the Demised Premises, and (B) Landlord shall bear the risk of complying with the Disabilities Acts in the common areas of the Building, other than compliance that is necessitated by Tenant's use of the Premises or as a result of any alterations or additions, including any initial tenant improvement work made by or on behalf of a Tenant Party (which risk and responsibility shall be borne by Tenant). As used in this Lease, "Tenant Party" means any of the following persons and entities: Tenant; any assignees claiming by, through, or under Tenant; any subtenants claiming by, through, or under Tenant; and any of their respective agents, contractors, employees, licensees, guests, and invitees.

(c) Tenant shall be responsible for stopped-up drains where such stoppage is caused by the introduction from within the Demised Premises of foreign objects not intended for disposal in such drains. If Landlord shall repair such drains, Tenant shall reimburse Landlord, as Additional Rent, for the costs of such repairs, together with the costs of any repairs or damage to the Demised Premises or the Building and to the property of other tenants or Landlord which results from such stoppage.

(d) All work performed by Tenant in connection with any repairs shall be in a good and workmanlike manner and subject to and in accordance with all applicable federal, state, county and city building and/or fire department codes, ordinances, laws, and regulations.

16. Services by Landlord. Landlord shall provide the Building Standard Services described on Exhibit "D" attached hereto and by reference made a part hereof. Except as otherwise provided herein, the cost or reasonable cost allocation of all such Building Standard Services shall be included in Operating Expenses. Any services requested or required to be supplied to Tenant in excess of the Building Standard Services, including, but not limited to, the design, installation, consumption, metering, billing, and maintenance of additional electrical equipment and facilities, shall be at Tenant's sole cost and expense and shall be paid for by Tenant promptly upon invoice therefor. Except as may be expressly provided elsewhere in this Lease, nothing herein shall be deemed to require Landlord to provide to Tenant any services in excess of the Building Standard Services.

17. Insurance. Tenant shall procure at its expense and maintain throughout the Lease Term a policy or policies of special form/all-risk insurance insuring the full replacement cost of Tenant's interest in the improvements and betterments to the Premises installed by or on behalf of Tenant, including, but not limited to, initial improvements installed by Landlord or Tenant and Tenant's furniture, fixtures, equipment, supplies, and other property owned, leased, held or possessed by it and contained in the Demised Premises, and worker's compensation insurance as required by applicable law. Said insurance shall be in amounts equal to the full replacement cost, subject to deductible amounts reasonably satisfactory to Landlord and payable by Tenant, with Landlord and its designees named as additional insureds and with loss payable to Tenant and Landlord as their interests may appear, providing protection against all perils generally included in the classification of fire and extended insurance coverage, together with insurance against vandalism and malicious mischief, plus business interruption insurance (including rent loss) respecting Tenant's business conducted from the Premises in an amount reasonably satisfactory to Landlord.

Tenant shall also procure at its expense and maintain throughout the Lease Term a policy or policies of commercial general liability insurance, insuring Tenant, Landlord and, if applicable, Landlord's designated property manager against liability for personal or bodily injury to or death of a person or persons and for damage to property occasioned by or arising out of the condition, use, or occupancy of the Demised Premises, or in any way occasioned by or arising out of the activities of Tenant or any of Tenant's Agents in the Demised Premises, or other portions of the Building or the Project, the limits of such policy or policies to apply on a per-location basis and be in combined single limits for both damage to property and personal or bodily injury and in amounts not less than one million dollars (\$1,000,000.00) per occurrence and subject to annual aggregate limits of not less than two million dollars (\$2,000,000.00). Such insurance shall, in addition, extend to any liability of Tenant arising out of the indemnities provided for in this Lease. All insurance policies procured and maintained by Tenant are to apply as

primary and non-contributory coverage not supplemental to any insurance Landlord may carry. With the exception of Workers Compensation, all insurance policies pursuant to this Article 17 shall name Landlord and, if applicable, Landlord's designated property manager as additional insured with a waiver of subrogation in their favor, and shall be carried with companies licensed to do business in the State of Alabama having a rating from Best's Insurance Reports of not less than A-/X. Such policies or duly executed certificates of insurance with respect thereto, shall be delivered to Landlord prior to the Lease Commencement Date, and renewals of such policies shall be delivered to Landlord.

Landlord shall maintain property damage and public liability insurance against such perils as is customarily carried for similar income producing property situated in the same general geographic area as the Building or which any mortgagee or creditor of Landlord requires Landlord to carry, including without limitation, casualty insurance for the Building in the amount of its full replacement value (but such insurance may exclude improvements and property required to be insured by Tenant pursuant to this Lease). Landlord shall also procure at its expense and maintain throughout the Lease Term a policy or policies of commercial general liability insurance, insuring Landlord and Tenant against liability for personal or bodily injury to or death of a person or persons and for damage to property occasioned by or arising out of the condition, use, or occupancy of the Demised Premises, or in any way occasioned by or arising out of the activities of Landlord or any of Landlord's Agents in the Demised Premises, or other portions of the Building or the Project, the limits of such policy or policies to apply on a per-location basis and be in combined single limits for both damage to property and personal or bodily injury and in amounts not less than one million dollars (\$1,000,000.00) per occurrence and subject to annual aggregate limits of not less than two million dollars (\$2,000,000.00). The named insured on all policies of insurance maintained by Landlord shall be Landlord and, if required, any mortgagee or creditor of Landlord. Any insurance required to be carried by Landlord hereunder may be carried under blanket policies covering other properties of Landlord and/or its members and/or their respective related or affiliated entities so long as such blanket policies provide insurance at all times for the Project as required by this Lease. The cost or reasonable cost allocation of all such insurance maintained by Landlord shall be included in Operating Expenses.

18. Waiver of Subrogation. Landlord and Tenant shall each have included in all policies of fire, extended coverage, business interruption and loss of rents insurance respectively obtained by them covering the Demised Premises, the Building, and contents therein, a waiver by the insurer of all right of subrogation against the other in connection with any loss or damage thereby insured against. Any additional premium for such waiver shall be paid by the primary insured. Except as otherwise expressly provided in this Lease and except to the extent of any loss or damage caused by a party's willful misconduct, to the full extent permitted by law, Landlord and Tenant each waives all right of recovery against the other for, and agrees to release the other from liability for, loss or damage to the extent such loss or damage is covered by valid and collectible insurance in effect at the time of such loss or damage or would be covered by the insurance required to be maintained under this Lease by the party seeking recovery.

19. Default.

(a) The following acts, events or conditions shall be deemed to be events of default by Tenant under this Lease:

(i) Tenant shall fail to pay any installment of Rent or any other charge or assessment against Tenant pursuant to the terms hereof within ten (10) days after the due date thereof;

(ii) the failure by Tenant to cease any conduct prohibited by this Lease within three (3) days after receipt of written notice from Landlord requesting cessation thereof, or the failure of Tenant to cease any conduct or eliminate any condition which poses a danger to person or property within twelve (12) hours of receipt of written notice from Landlord requesting cessation of such conduct or elimination of such conditions;

provided, however, that Tenant shall have a reasonable time not to exceed fifteen (15) days to eliminate any such condition which cannot be eliminated within such twelve (12) hour period;

(iii) Tenant shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall file a petition in bankruptcy, or shall be adjudicated as bankrupt or insolvent, or shall file a petition in any proceeding seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or fail timely to contest the material allegations of a petition filed against it in any such proceeding;

(iv) the rejection by Tenant, its bankruptcy trustee, or any entity authorized by court order to act on behalf of Tenant, of this Lease under 11 U.S.C. § 365(a) or any other provision of Title 11 of the United States Code, or the deemed rejection of this Lease by operation of law under 11 U.S.C. § 365(d)(4). Any such rejection of this Lease terminates this Lease, without notice of any kind to Tenant, effective on the later of: (1) the date Tenant vacates the Demised Premises following such rejection; (2) the date the Bankruptcy Court with jurisdiction over Tenant's bankruptcy case enters an order on its docket authorizing Tenant to reject this Lease; or (3) the date this Lease is deemed rejected under 11 U.S.C. § 365(d)(4);

(v) a proceeding is commenced against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, and such proceeding shall not have been dismissed within sixty (60) days after the commencement thereof.

(vi) a receiver or trustee shall be appointed for the Demised Premises or for all or substantially all of the assets of Tenant;

(vii) [Reserved];

(viii) Tenant shall do or permit to be done anything which creates a lien upon the Demised Premises or the Project and such lien is not removed or discharged or bonded over within fifteen (15) days after the filing thereof; or

(ix) Tenant shall fail to comply with any other term, provision, covenant or warranty made under this Lease by Tenant, other than the payment of the Rent or any other charge or assessment payable by Tenant, and shall not cure such failure within thirty (30) days after notice thereof to Tenant.

(b) Upon the occurrence of any of the aforesaid events of default, except for the events described in Section 19(a)(i) in which Landlord shall be required to provide ten (10) days' notice to Tenant that the rent, charge or assessment was not received by Landlord within the time period described in Section 19(a)(i), Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(i) terminate this Lease, in which event Tenant shall immediately surrender the Demised Premises to Landlord and if Tenant fails to do so, Landlord may, without further notice and without prejudice to any other remedy Landlord may have for possession or arrearages in Rent, enter upon and take possession of the Demised Premises and expel or remove Tenant and any other person who may be occupying said Demised Premises or any part thereof, and its and their effects, without, except in cases of Landlord's gross negligence or willful misconduct, being liable for prosecution or any claim of damages therefor;

(ii) terminate Tenant's right of possession, without terminating this Lease, and enter upon and take possession of the Demised Premises as Tenant's agent and expel or remove Tenant and any other person who may be occupying said Demised Premises or any part thereof, and its and their effects, by entry, dispossessory suit or otherwise (including issuance of a writ of possession in favor of Landlord), without thereby releasing Tenant from any liability hereunder, and if Landlord so elects, make such alterations, redecorations and repairs as, in Landlord's reasonable judgment, may be necessary or desired to relet the Demised Premises, and Landlord may, but shall be under no obligation to do so, relet the Demised Premises or any portion thereof in Landlord's or Tenant's name, but for the account of Tenant, for such term or terms (which may be for a term extending beyond the Lease Term) and at such rental or rentals and upon such other terms as Landlord reasonably may deem advisable, and receive the rent therefor, Tenant hereby agreeing to pay to Landlord the deficiency, if any, between all Rent reserved hereunder and the total rental applicable to the Lease Term hereof obtained by Landlord upon re-letting, and Tenant shall be liable for Landlord's damages and reasonable expenses in redecorating and restoring the Demised Premises and all reasonable costs incident to such re-letting, including broker's commissions and lease assumptions. In no event shall Tenant be entitled to any rentals received by Landlord in excess of the amounts due by Tenant hereunder. Any such demand, reentry and taking of possession of the Demised Premises by Landlord shall not of itself constitute an acceptance by Landlord of a surrender of the Lease or of the Demised Premises by Tenant and shall not of itself constitute a termination of this Lease by Landlord. Landlord's inability to relet the Demised Premises or to make such alterations, redecorations and repairs as set forth in this paragraph shall not release or affect Tenant's liability for Rent or for damages; or

(iii) enter upon the Demised Premises without being liable for prosecution or any claim of damages therefor and do whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any reasonable expenses including, without limitation, reasonable attorney's fees which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action, unless caused by the gross negligence or willful misconduct of Landlord.

If this Lease is terminated by Landlord as a result of the occurrence of an event of default, Landlord may declare to be due and payable immediately, the present value (calculated with a discount factor of eight percent 8% per annum) of the entire amount of Base Rent which would become due and payable during the remainder of the Lease Term determined as though this Lease had not been terminated. Upon the acceleration of such amounts, Tenant agrees to pay the same at once, together with all Rent and other charges and assessments theretofore due, at Landlord's address as provided herein, it being agreed that such payment shall not constitute a penalty or forfeiture but shall constitute liquidated damages for Tenant's failure to comply with the terms and provisions of this Lease (Landlord and Tenant agreeing that Landlord's actual damages in such event are difficult to ascertain and that the amount set forth above is a reasonable estimate thereof).

(c) Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedy herein provided or any other remedy provided by law or at equity, nor shall pursuit of any remedy herein provided constitute an election of remedies thereby excluding the later election of an alternate remedy, or a forfeiture or waiver of any Rent or other charges and assessments payable by Tenant and due to Landlord hereunder or of any damages accruing to Landlord by reason of violation of any of the terms, covenants, warranties and provisions herein contained. No reentry or taking possession of the Demised Premises by Landlord or any other action taken by or on behalf of Landlord shall be construed to be an acceptance of a surrender of this Lease or an election by Landlord to terminate this Lease unless written notice of such intention is given to Tenant. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. In determining the amount of loss or damage which Landlord may suffer by reason of termination of this Lease or the deficiency arising by reason of any reletting of the Demised Premises by Landlord as above provided, allowance shall be made for the reasonable expense of repossession.

Tenant agrees to pay to Landlord all reasonable costs and expenses incurred by Landlord in the enforcement of this Lease, including, without limitation, the reasonable fees of Landlord's attorneys.

(d) Upon the occurrence of any event of default by Tenant, Tenant shall pay to Landlord all reasonable costs incurred by Landlord (including court costs and reasonable attorney's fees and expenses) in (i) obtaining possession of the Demised Premises, (ii) removing and storing Tenant's or any other occupant's property, (iii) repairing, restoring, renovating, altering, remodeling, or otherwise putting the Demised Premises into the condition as required of Tenant upon surrender hereunder, (iv) if Tenant is dispossessed of, or vacates or abandons, the Demised Premises and this Lease is not terminated, reletting all or any part of the Demised Premises (including, but not limited to, brokerage commissions, cost of tenant finish work, advertising and promotional expenses, and other costs incidental to such reletting), (v) performing Tenant's obligations which Tenant failed to perform, and (vi) enforcing its rights, remedies, and recourses arising out of the default. Landlord's rights and remedies under this Article 19(d) shall be in addition to the rights and remedies of Landlord set forth in this Article 19 or elsewhere in this Lease, and/or which may otherwise be available to Landlord at law or in equity.

20. Waiver of Breach. No waiver of any breach of the covenants, warranties, agreements, provisions, or conditions contained in this Lease shall be construed as a waiver of said covenant, warranty, provision, agreement, or condition or of any subsequent breach thereof, and if any breach shall occur and afterwards be compromised, settled or adjusted, this Lease shall continue in full force and effect as if no breach had occurred.

21. Assignment and Subletting.

(a) Tenant shall not, without the prior written consent of Landlord, assign this Lease or any interest herein or in the Demised Premises, or mortgage, pledge, encumber, hypothecate, or grant any license or concession or otherwise transfer or sublet the Demised Premises or any part thereof or permit the use of the Demised Premises by any party other than Tenant. Consent by Landlord to one or more such transfers or subleases shall not waive this provision, and all subsequent transfers and subleases shall likewise be made only upon obtaining the prior written consent of Landlord. Without limiting the foregoing prohibition, in no event shall Landlord be deemed to have unreasonably withheld consent to any such proposed transfer for the following reasons, and in no event shall Tenant assign this Lease or any interest herein, whether directly, indirectly or by operation of law, or sublet the Demised Premises or any part thereof or permit the use of the Demised Premises or any part thereof by any party, (i) if the proposed assignee or subtenant is a party who would (or whose use would) detract from the character of the Building as a first-class building, (ii) if such proposed assignee or subtenant is an existing tenant of the Building, (iii) if such proposed assignment, subletting or use would contravene any restrictive covenant (including any exclusive use) applicable to the Building or Project, (iv) if the creditworthiness of the proposed transferee or subtenant does not meet the same criteria Landlord uses to select comparable Building tenants as determined in Landlord's commercially reasonable opinion. Sublessees or transferees of the Demised Premises for the balance of the Lease Term shall become directly liable to Landlord for all obligations of Tenant hereunder, without relieving Tenant of any liability therefor, and Tenant shall remain obligated for all liability to Landlord arising under this Lease during the entire remaining Lease Term including any extensions thereof, whether or not authorized herein. In any event, with respect to any assignment, sublease, transfer, or hypothecation, unless otherwise agreed by Landlord in writing, Tenant shall remain primarily liable on this Lease for the entire Term hereof and shall in no way be released from the full and complete performance of all the terms, conditions, covenants and agreements contained herein. Any dissolution, merger, consolidation or other reorganization of Tenant, or the sale or transfer of a controlling interest in the capital stock of Tenant, shall not be deemed a voluntary assignment of this Lease that is subject to the foregoing provisions.

(b) As a condition to considering any request for consent to an assignment or sublease, Tenant shall submit a written request ("Request to Assign") to Landlord at least sixty (60) days in advance of the

date on which Tenant desires to make such an assignment or sublease. Tenant's Request to Assign shall specify all of the terms of said proposed sublease or assignment, including the proposed effective date thereof, as well as the name and address of each proposed subtenant or assignee. Landlord may require Tenant to obtain and submit current financial statements of any proposed subtenant or assignee (including, without limitation, current financial statements of any prospective guarantor). Landlord shall then have a period of thirty (30) days following receipt of Tenant's Request to Assign within which to notify Tenant in writing whether Landlord elects to: (i) cancel and terminate this Lease as to the space so affected as of the proposed effective date so specified by Tenant in its notice, in which event Tenant will be relieved of all obligations hereunder as to such space first accruing from and after such termination; (ii) permit Tenant to assign this Lease or sublet such space for the duration specified by Tenant in its notice; or (iii) reject the proposed assignment or sublease. If Landlord fails to notify Tenant in writing of its election within the thirty (30) day period, Landlord shall be deemed to have elected option (iii) above. If Landlord elects option (i) above, Tenant shall have fifteen (15) days following receipt of such election notice to rescind its Request to Assign, in which event this Lease shall remain in full force and effect as to the entire Premises. Tenant shall pay to Landlord a fee of \$1,500.00 to cover Landlord's accounting costs and legal fees incurred by Landlord as a result of reviewing the proposed assignment or sublease. Landlord may require an additional security deposit or other form of credit enhancement reasonably acceptable to Landlord (including, by way of example and not in limitation, an irrevocable letter of credit, personal guaranties or other collateral in such form and commercially reasonable amounts as may be acceptable to Landlord) as a condition of its consent. Any consideration, in excess of the Rent and other charges and sums due and payable by Tenant under this Lease, paid to Tenant by any sublessee under or in connection with its sublease, or otherwise paid to Tenant by another party for use and occupancy of the Demised Premises or any portion thereof, shall be promptly remitted by Tenant to Landlord as additional Rent hereunder and Tenant shall have no right or claim thereto as against Landlord. No assignment of this Lease consented to by Landlord shall be effective unless and until Landlord shall receive an original assignment and assumption agreement, in form and substance reasonably satisfactory to Landlord, signed by Tenant and Tenant's proposed assignee, whereby the assignee assumes due performance of this Lease to be done and performed for the balance of the then remaining Lease Term of this Lease. No subletting of the Demised Premises, or any part thereof, shall be effective unless and until there shall have been delivered to Landlord an agreement, in form and substance reasonably satisfactory to Landlord, signed by Tenant and the proposed sublessee, whereby the sublessee acknowledges the right of Landlord to continue or terminate any sublease, in Landlord's commercially reasonable discretion, upon termination of this Lease, and such sublessee agrees to recognize and attorn to Landlord in the event that Landlord elects under such circumstances to continue such sublease.

(c) If Landlord exercises its right as of the effective date of such assignment, sublease or other transaction to cancel and terminate this Lease as set forth in subparagraph (b) above, Landlord shall not be obligated to pay any costs with respect to demising the space or any consideration to effect such cancellation as to the portion of the Demised Premises and Lease Term with respect to which Landlord has been requested to permit such assignment, sublease or other transaction; and if Landlord elects to cancel and terminate this Lease as to the aforesaid portion of the Demised Premises and for the term proposed to be assigned or subleased, then the Base Rental and other charges payable hereunder shall thereafter be proportionally reduced.

(d) Notwithstanding anything contained in this Lease to the contrary, if Tenant assigns this Lease or sublets the Demised Premises in contravention hereof, or if Tenant otherwise, by operation of law, ceases to be the sole occupant of the Demised Premises without the consent of Landlord, the same shall be deemed a material default of Tenant. Occupancy or possession of the Demised Premises shall cause said unapproved assignee, sublessee, or occupant to be liable directly to Landlord for all amounts chargeable under this Lease, without the granting thereto of a right of possession of the Demised Premises. Acceptance by Landlord of any Rent payable hereunder made by anyone other than Tenant as named herein shall under no circumstances in and of itself be deemed an approval by Landlord of any assignment or subletting not in compliance herewith.

22. Destruction. Should the Building, Premises or any portion of the Premises material to Tenant's use of the Premises be so damaged by fire or other cause that rebuilding or repairs cannot, in the opinion of Landlord's architect (the "Opinion"), be completed within one hundred eighty (180) days from the date of the fire, or other cause of damage, then Landlord shall deliver notice of such Opinion to Tenant within thirty (30) days after the occurrence of such fire damage or other cause of damage. Either Landlord or, if the casualty is not the fault of Tenant, Tenant may terminate this Lease by written notice to the other given within thirty (30) days of receipt of notice of the Opinion, in which event Rent shall be abated from the date of such damage or destruction. However, if the damage or destruction is such that rebuilding or repairs can be completed within one hundred eighty (180) days, Landlord covenants and agrees, subject to the provisions of this paragraph, to make such repairs with reasonable promptness and dispatch and, if the casualty is reasonably determined not to be the result of the gross negligence or willful act of Tenant, to allow Tenant an abatement in the Rent for such time as the Premises are untenantable or proportionately for such portion of the Premises as shall be untenantable, and Tenant covenants and agrees that the terms of this Lease shall not be otherwise affected. Repairs and restoration to base Building improvements required by this Lease to be furnished by Landlord at its expense shall be made at Landlord's expense. Such repairs and restoration relating to Tenant's initial leasehold improvements or improvements otherwise made by or for Tenant shall, subject to Tenant's consent, which consent shall be not unreasonably withheld, be made at Tenant's expense in accordance with plans and specifications approved by Landlord and Tenant. Except as otherwise provided herein, Landlord shall not be required to repair or replace any trade fixtures, furniture, equipment or other property belonging to Tenant. Notwithstanding anything to the contrary, either party may terminate this Lease in the event that Landlord maintained all casualty insurance in full compliance with the requirements of this Lease, the insurance proceeds made available to Landlord are insufficient to repair, reconstruct or restore the Premises or the Building in accordance with the terms hereof and Landlord does not intend to repair or restore the Premises as a result, by giving written notice to the other within thirty (30) days following the date of Tenant receiving notice of such determination by Landlord. Notwithstanding anything to the contrary, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty occurs during the last twelve (12) months of the Term.

Notwithstanding the foregoing, in the event any interruption of any electrical, water or other such essential service, such as failure of the HVAC system (excluding any HVAC system that is the responsibility of Tenant) (an "Interruption"), (i) that is not caused by casualty or damage as above, (ii) that is not caused by Tenant's (or its affiliates or their agents, contractors, partners or employees) negligence; willful misconduct; wrongful act; or any other unreasonable act or unreasonable omission which Tenant should have reasonably known would or could cause an interruption, and (iii) is continuous for a period of three (3) consecutive business days and renders all or any material portion of the Premises in a condition in which Tenant cannot reasonably open and operate from the Premises ("Untenantable"), then Base Rent shall be abated in proportion to the portion of the Premises so rendered Untenantable from the initial date of such Interruption until such service is restored. If the Premises are Untenantable for a period of thirty (30) consecutive days, Tenant shall have the option, upon providing written notice to Landlord at the expiration of such thirty (30) consecutive days, to terminate this Lease, so long as such notice is given any time prior to restoration of such Interruption.

23. Eminent Domain.

(a) If all or part of the Demised Premises shall be taken for any public or quasi-public use by virtue of the exercise of the power of eminent domain or by private purchase in lieu thereof, this Lease shall terminate as to the part so taken as of the date of taking, and, in the case of a partial taking, either Landlord or Tenant shall have the right to terminate this Lease as to the balance of the Demised Premises by written notice to the other within thirty (30) days after such date; provided, however, that a condition to the exercise by Tenant of such right to terminate shall be that the portion of the Demised Premises taken shall be of such extent and nature as, in Tenant's reasonable judgment, to substantially impair Tenant's use of the balance of the Demised Premises. If title to so much of the Building is taken that a reasonable amount of reconstruction thereof will not in Landlord's

reasonable discretion result in the Building being a practical improvement and reasonably suitable for use for the purpose for which it is designed, then Landlord shall so notify Tenant in writing and this Lease shall terminate on the date that the condemning authority actually takes possession of the part so condemned or purchased.

(b) If this Lease is terminated under the provisions of this Article 23, Rent shall be apportioned and adjusted for the period prior to the date of termination based on the proportionate decrease in the square feet of Rentable Floor Area resulting from such taking. Tenant shall have no claim against Landlord or against the condemning authority for the value of any leasehold estate or for the value of the unexpired Lease Term provided that the foregoing shall not preclude any claim that Tenant may have against the condemning authority for the unamortized cost of leasehold improvements, to the extent the same were installed at Tenant's expense (and not with the proceeds of an allowance provided by Landlord), and for loss of business, moving expenses or other consequential damages, in accordance with subparagraph (d) below, provided, however, that no such claim shall diminish or adversely affect Landlord's award.

(c) If there is a partial taking of the Building and this Lease is not thereupon terminated under the provisions of this Article 23, then this Lease shall remain in full force and effect, and Landlord shall, within a reasonable time thereafter, repair or reconstruct the remaining portion of the Building to the extent necessary to make the same a complete architectural unit; provided that in complying with its obligations hereunder Landlord shall not be required to expend more than the net proceeds of the condemnation award which are paid to Landlord.

(d) All compensation awarded or paid to Landlord upon a total or partial taking of the Demised Premises or the Building shall belong to and be the property of Landlord without any participation by Tenant. Nothing herein shall be construed to preclude Tenant from prosecuting any claim directly against the condemning authority for loss of business, for damage to, and cost of removal of, trade fixtures, furniture and other personal property belonging to Tenant, and for the unamortized cost of leasehold improvements to the extent same were installed at Tenant's expense, provided, however, that no such claim shall diminish or adversely affect Landlord's award. In no event shall Tenant have or assert a claim for the value of any unexpired term of this Lease. Subject to the foregoing provisions of this subparagraph (d), Tenant hereby assigns to Landlord any and all of its right, title and interest in or to any compensation awarded or paid as a result of any such taking.

(e) Notwithstanding anything to the contrary contained in this Article 23, if, during the Lease Term, the use or occupancy of any part of the Building or the Demised Premises shall be taken or appropriated temporarily for any public or quasi-public use under any governmental law, ordinance, or regulations, or by right of eminent domain, this Lease shall be and remain unaffected by such taking or appropriation and Tenant shall continue to pay in full all Rent payable hereunder by Tenant during the Lease Term. In the event of any such temporary appropriation or taking, Tenant shall be entitled to receive that portion of any award which represents compensation for the loss of use or occupancy of the Demised Premises during the Lease Term, and Landlord shall be entitled to receive that portion of any award which represents the cost of restoration and compensation for the loss of use or occupancy of the Demised Premises after the end of the Lease Term.

24. Landlord's Right of Entry. Landlord and its agents, employees and independent contractors shall have the right to enter the Demised Premises at reasonable hours which shall not materially interfere with Tenant's business to inspect, test and examine the same (including, without limitation, air quality audits), to make repairs, additions, alterations, and improvements, to exhibit the Demised Premises to mortgagees, prospective mortgagees, purchasers or tenants, and to inspect the Demised Premises to ascertain that Tenant is complying with all of its covenants and obligations hereunder, all without being liable to Tenant in any manner whatsoever for any damages arising therefrom; provided, however, that Landlord shall, except in case of emergency, afford Tenant such prior notification of an entry into the Demised Premises as shall be reasonably practicable under the circumstances. Landlord shall be allowed to take into and through the Demised Premises any and all materials that may be required to make such repairs, additions, alterations or improvements. During such time as such work is being carried on

in or about the Demised Premises, the Rent provided herein shall not abate, and Tenant waives any claim or cause of action against Landlord for damages by reason of interruption of Tenant's business or loss of profits therefrom because of the prosecution of any such work or any part thereof. Landlord shall take reasonable measures and schedule such repairs, additions, alterations or improvements so as to not unreasonably interfere with Tenant's use and occupancy of the Demised Premises.

25. Broker. Any leasing commission payable from Landlord by virtue of this Lease shall be paid by Landlord to Broker(s) in accordance with the terms of a separate agreement between Landlord and Broker(s). Tenant hereby authorizes Broker(s) and Landlord to identify Tenant as a tenant of the Building and to state the amount of space leased by Tenant in advertisements and promotional materials relating to the Building. Tenant represents and warrants to Landlord that (except with respect to any Broker[s] identified herein) no broker, agent, commission salesperson, or other person has represented Tenant in the negotiations for and procurement of this Lease and of the Demised Premises and that (except with respect to any Broker[s] identified herein) no commissions, fees, or compensation of any kind are due and payable in connection herewith to any broker, agent, commission salesperson, or other person as a result of any act or agreement of Tenant. Tenant agrees to indemnify and hold Landlord harmless from all loss, liability, damage, claim, judgment, cost or expense (including reasonable attorney's fees and court costs) suffered or incurred by Landlord as a result of a breach by Tenant of the representation and warranty contained in the immediately preceding sentence or as a result of Tenant's failure to pay commissions, fees, or compensation due to any broker who represented Tenant, whether or not disclosed, or as a result of any claim for any fee, commission or similar compensation with respect to this Lease made by any broker, agent or finder (other than the Broker[s] identified in Article 1 hereinabove) claiming to have dealt with Tenant.

26. Time. Time is of the essence of this Lease with respect to the performance of all obligations under this Lease. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the designated period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday on which national banks located in the State where the Premises is located are obligated or authorized to close their regular banking business, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. Central Time.

27. Subordination and Attornment.

(a) Tenant agrees that this Lease and all rights of Tenant hereunder are and shall be subject and subordinate to any and all applicable laws, ordinances, rules and regulations of governmental authorities, restrictions and covenants of record, condominium documents, and ground or underlying lease, which may now or hereafter be in effect regarding the Project or any component thereof, to any mortgage now or hereafter encumbering the Demised Premises or the Project or any component thereof, to all advances made or hereafter to be made upon the security of such mortgage, to all amendments, modifications, renewals, consolidations, extensions, and restatements thereof, and to any replacements and substitutions thereof. The terms of this provision shall be self-operative and no further instrument of subordination shall be required. Upon request of any party in interest, Tenant shall execute promptly (but in any event within ten (10) days of request therefor) such instrument or certificates as may be reasonably required to carry out the intent hereof, whether said requirement is that of Landlord or any other party in interest, including, without limitation, any ground lessor or mortgagee. Landlord is hereby irrevocably vested with full power and authority as attorney-in-fact for Tenant and in Tenant's name, place and stead, to subordinate Tenant's interest under this Lease to the applicable ground or underlying lease or the lien or security title of any mortgage and to any future instrument amending, modifying, renewing, consolidating, extending, restating, replacing or substituting any such ground or underlying lease or mortgage. If

any mortgagee or any lessor under a ground or underlying lease elects to have this Lease superior to its mortgage or lease and signifies its election in the instrument creating its lien or lease or by separate recorded instrument, then this Lease shall be superior to such mortgage or lease, as the case may be.

(b) The term "mortgage", as used in this Lease, includes any deed to secure debt, deed of trust or security deed and any other instrument creating a lien or security title in connection with any other method of financing or refinancing. The term "mortgagee", as used in this Lease, refers to the holder(s) of the indebtedness secured by a mortgage.

(c) In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage covering the Demised Premises or the Project, or in the event the interests of Landlord under this Lease shall be transferred by reason of deed in lieu of foreclosure or other legal proceedings, or in the event of termination of any lease under which Landlord may hold title, Tenant shall, at the option of the transferee or purchaser at foreclosure or under power of sale, or the lessor of the Landlord upon such lease termination, as the case may be (sometimes hereinafter called "such person"), attorn to such person and shall recognize and be bound and obligated hereunder to such person as the Landlord under this Lease; provided, however, that no such person shall be (i) bound by any payment of Rent for more than one (1) month in advance, except prepayments in the nature of security for the performance by Tenant of its obligations under this Lease (ii) bound by any amendment or modification of this Lease thereafter made without the express written consent of the mortgagee or lessor of the Landlord, as the case may be; (iii) liable for any act or omission of any prior landlord (including Landlord); or (iv) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord). Tenant agrees to execute any commercially reasonable attornment agreement not in conflict herewith requested by Landlord, the mortgagee or such person.

(d) Tenant shall send to each mortgagee (after receipt of notification of the identity of such mortgagee and the mailing address thereof) copies of all notices of default that Tenant sends to Landlord; such notices to said mortgagee shall be sent concurrently with the sending of such notices to Landlord and in the same manner as notices are required to be sent pursuant to this Lease. Tenant will accept performance of any provision of this Lease by such mortgagee as performance by, and with the same force and effect as though performed by Landlord, provided that in no instance shall such mortgagee be under any obligation to so perform. If any act or omission of Landlord would give Tenant the right, immediately or after lapse of a period of time, to cancel or terminate this Lease, or to claim a partial or total eviction, Tenant shall not exercise such right until (a) Tenant gives notice of such act or omission to Landlord and to each such mortgagee, and (b) a period of time for remedying such act or omission elapses that is equal to the period to which Landlord is entitled under this Lease or otherwise, after similar notice, to effect such remedy.

28. Estoppel Certificates. Within ten (10) days after request therefor by Landlord, Tenant agrees to execute and deliver to Landlord in recordable form an estoppel certificate addressed to Landlord, any mortgagee or assignee of Landlord's interest in, or purchaser of, the Demised Premises or the Building or any part thereof, certifying (if such be the case) that this Lease is unmodified and is in full force and effect (and if there have been modifications, that the same is in full force and effect as modified and stating said modifications); certifying that there are no defenses or offsets against the enforcement thereof or stating those claimed by Tenant; stating the date to which Rent and other charges have been paid; and certifying that to Tenant's knowledge there are no events of default or events or conditions which, with the giving of notice or passage of time, would be an event of default under this Lease or stating those claimed by Tenant. Such certificate shall also include such other information as may reasonably be required by such mortgagee, proposed mortgagee, assignee, purchaser or Landlord. Any such certificate may be relied upon by Landlord, any mortgagee, proposed mortgagee, assignee, purchaser and any other party to whom such certificate is addressed.

29. No Estate. This Lease shall create the relationship of landlord and tenant only between Landlord and Tenant and no estate shall pass out of Landlord.

30. Cumulative Rights. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative to, but not restrictive of, or in lieu of those conferred by law.

31. Holding Over. If Tenant remains in possession after expiration or termination of the Lease Term, Tenant shall become a tenant-at-sufferance, and there shall be no renewal of this Lease by operation of law. During the period of any such holding over, all provisions of this Lease shall be and remain in effect except that the monthly Base Rent rate shall be double (200%) the amount of Base Rent rate payable for the last full calendar month of the Lease Term.

32. Surrender of Premises. Upon the expiration or other termination of this Lease, Tenant shall quit and surrender to Landlord the Demised Premises and every part thereof and all alterations, additions and improvements thereto, broom clean and in good condition and state of repair, reasonable wear and tear only excepted. Tenant shall remove all personality and equipment not attached to the Demised Premises which it has placed upon the Demised Premises or the Project and repair any damage caused by such removal, and Tenant shall restore the Demised Premises or Project, as applicable, to the condition immediately preceding the time of placement thereof, reasonable wear and tear excepted. At Landlord's option, Tenant shall also be responsible for removing all wires and cables installed by Tenant in the Demised Premises and other portions of the Building to serve Tenant's telecommunications and computer systems in the Demised Premises, and the removal of such wires and cables shall be effected by Tenant without damage to the Building and without interference with the business or operations of Landlord or any other tenant of the Building. If Tenant shall fail or refuse to remove all of Tenant's effects, personality and equipment from the Demised Premises and the Building upon the expiration or termination of this Lease for any cause whatsoever or upon the Tenant being dispossessed by process of law or otherwise, such effects, personality and equipment shall be deemed conclusively to be abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without written notice to Tenant or any other party and without obligation to account for them. Tenant shall pay Landlord on demand any and all reasonable expenses incurred by Landlord in the removal of such property, including, without limitation, the cost of repairing any damage to the Building or Project caused by the removal of such property and storage charges (if Landlord elects to store such property). The covenants and conditions of this Article 32 shall survive any expiration or termination of this Lease.

33. Notices. All notices, statements, demands, consents, approvals or authorizations (collectively hereinafter referred to as notices) required or permitted hereunder by either party hereto to the other party shall be in writing and shall be deemed to have been duly given upon (a) actual delivery, if delivered by personal delivery, or (b) one (1) business day after deposit with an overnight courier service for next business day delivery, with postage or other delivery charges prepaid or (c) actual delivery if transmitted electronically during normal business hours (8:00 a.m.-5:00 p.m. CT), provided, however, that the same notice is also deposited on the same day with an overnight courier for next business day delivery (and provided, further, if the day such notice shall be deemed to have been given and received as aforesaid is not a business day (or if delivery is made after 5:00 p.m. (CT) on any business day), such notice, request, demand, or communication shall be deemed to have been given and received on the next business day), with postage or other delivery charges prepaid to such address provided in Article 1 hereof. Either party may, by like notice, at any time and from time to time, designate a different address to which notices shall be sent. Notwithstanding any provision to the contrary, Tenant hereby agrees that Landlord shall have the right, in full satisfaction of Landlord's notice delivery obligations hereunder, to deliver any and all notices required under this Lease, to the person in charge of the Demised Premises at the time said notice is given or occupying said Demised Premises at said time; and, if no person is in charge of or occupying the said Demised Premises, then such service or notice may be made by attaching the same, in lieu of mailing, on the main entrance to the Demised Premises.

34. **Damage or Theft of Personal Property.** All personal property brought into Demised Premises by Tenant, or Tenant's employees or business visitors, shall be at the risk of Tenant only, and Landlord shall not be liable for theft thereof or any damage thereto occasioned by any act of co-tenants, occupants, invitees or other users of the Building or any other person. Landlord shall not at any time be liable for damage to any property in or upon the Demised Premises which results from power surges or other deviations from the constancy of the electrical service or from gas, smoke, water, rain, ice or snow which issues or leaks from or forms upon any part of the Building or from the pipes or plumbing work of the same, or from any other place whatsoever.

35. **Intentionally Reserved.**

36. **Parties.** The term "Landlord", as used in this Lease, shall include Landlord and its assigns and successors. It is hereby covenanted and agreed by Tenant that should Landlord's interest in the Demised Premises cease to exist for any reason during the Lease Term, then notwithstanding the happening of such event, this Lease nevertheless shall remain in full force and effect, and Tenant hereby agrees to attorn to the then owner of the Demised Premises. The term "Tenant" shall include Tenant and its heirs, legal representatives and successors, and shall also include Tenant's assignees and sublessees, if this Lease shall be validly assigned or the Demised Premises sublet for the balance of the Lease Term or any renewals or extensions thereof. In addition, Landlord and Tenant covenant and agree that Landlord's right to transfer or assign Landlord's interest in and to the Demised Premises, or any part or parts thereof, shall be unrestricted, and that in the event of any such transfer or assignment by Landlord which includes the Demised Premises, all obligations as Landlord hereunder to Tenant thereafter accruing hereunder shall cease and terminate, and Tenant shall look only and solely to Landlord's assignee or transferee for performance thereof.

37. **Liability of Tenant.** Tenant hereby indemnifies Landlord from and agrees to hold Landlord harmless against, any and all liability, loss, cost, damage or expense, including, without limitation, court costs and reasonable attorney's fees, incurred by Landlord or imposed on Landlord by any person whomsoever, to the extent (a) caused by any act or omission of Tenant, or any of Tenant's Agents, (b) resulting or arising from or connected with injury or damage to person or property that occurs in or about the Premises, (c) otherwise occurring in connection with any use of the Premises or any other area of the Project by Tenant or any of Tenant's Agents or any breach, default, violation or nonperformance of any term, provision, covenant or condition on the part of Tenant or any of Tenant's Agents hereunder, or (d) any violation by Tenant or Tenant's Agents of any law, ordinance or governmental order of any kind or of any of the Rules and Regulations. The provisions of this Article 37 shall survive any termination of this Lease.

38. **Intentionally Reserved.**

39. **Intentionally Reserved.**

40. **Force Majeure.** In the event of strike, lockout, labor trouble, civil commotion, act of God, governmental order, epidemic, pandemic, or any other cause beyond a party's control (collectively "force majeure") resulting in the Landlord's or Tenant's inability to supply the services or perform the other obligations required of Landlord or Tenant hereunder, such performance shall be excused to the extent of and for the period equal to such delay and this Lease shall not terminate as a result thereof, and Tenant's obligation to pay Rent and all other charges and sums due and payable by Tenant shall not be affected or excused and Landlord or Tenant, as the case may be, shall not be considered to be in default under this Lease with respect to their respective obligations, the performance of which has thus been delayed or prevented. If, as a result of force majeure, Tenant is delayed in performing any of its obligations under this Lease, other than Tenant's obligation to pay Rent and all other charges and sums payable by Tenant hereunder, Tenant's performance shall be excused for a period equal to such delay and Tenant

shall not during such period be considered to be in default under this Lease with respect to the obligation, performance of which has thus been delayed.

41. **LIMITATION ON LIABILITY.** NEITHER PARTY'S MEMBERS, PARTNERS, OFFICERS, DIRECTORS, SHAREHOLDERS, AND EMPLOYEES SHALL HAVE PERSONAL LIABILITY WITH RESPECT TO ANY OF THE PROVISIONS OF THIS LEASE. IF EITHER PARTY IS IN DEFAULT WITH RESPECT TO ITS OBLIGATIONS UNDER THIS LEASE, THE OTHER PARTY SHALL LOOK SOLELY TO THE PARTY IN DEFAULT FOR SATISFACTION OF THE NON-DEFAULTING PARTY'S REMEDIES, IF ANY. NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, NEITHER LANDLORD NOR TENANT SHALL HAVE ANY LIABILITY TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOSSES.

42. **Landlord's Covenant of Quiet Enjoyment.** Provided Tenant performs the terms, conditions and covenants of this Lease, and subject to the terms and provisions hereof, Landlord covenants and agrees to take all necessary steps to secure and to maintain for the benefit of Tenant the quiet and peaceful possession of the Demised Premises, for the Lease Term, without hindrance, claim or molestation by Landlord or any other person lawfully claiming under Landlord.

43. **Intentionally Reserved.**

44. **Hazardous Substances.** Tenant hereby covenants and agrees that Tenant shall not cause or permit any "Hazardous Substances" (as hereinafter defined) to be generated, placed, held, stored, used, located or disposed of at the Project or any part thereof, except for Hazardous Substances as are commonly and legally used or stored in lawful amounts as a consequence of using the Demised Premises for Tenant's general permitted use purposes. Tenant shall immediately deliver to Landlord complete copies of all notices, demands, or other communications received by Tenant from any governmental authority or any other third-party regarding any alleged or potential violations of any Environmental Laws (defined below) or otherwise asserting the existence or potential existence of any condition or activity on or about the Demised Premises which is or could be dangerous to life, limb, property, or the environment. Without limiting the foregoing, if the presence or need for remediation of any Hazardous Substances on or about the Project is caused by Tenant or its contractors, agents, customers or invitees, Tenant shall immediately notify Landlord in writing thereof and, upon Landlord's reasonable demand, promptly take all actions, at no cost or expense to Landlord, as are necessary to remediate such condition and/or to return the Demised Premises to the condition existing prior to the introduction of any such Hazardous Substances, provided that Landlord's approval of such action, which approval shall not be unreasonably withheld, shall first be obtained. Promptly upon receipt of Landlord's request, Tenant shall submit to Landlord true and correct copies of any reports filed by Tenant with any governmental or quasi-governmental authority regarding the generation, placement, storage, use, treatment or disposal of Hazardous Substances on or about the Demised Premises. Tenant also agrees to cooperate with Landlord and to provide access by Landlord and Landlord's representatives to any Tenant's records with respect to the Demised Premises relating to any assessment of the environmental condition of the Demised Premises and the generation, placement, storage, use, treatment or disposal of Hazardous Substances on or about the Demised Premises. Tenant hereby agrees to indemnify Landlord and hold Landlord harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorney's fees, costs of settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Landlord by any person, entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence in, or the escape, leakage, spillage, discharge, emission or release from, the Demised Premises of any Hazardous Substances (including, without limitation, any losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorney's fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act ["CERCLA"], any so-called federal, state or local "Superfund" or "Superlien" laws or any other

Environmental Law); provided, however, that the foregoing indemnity is limited to the extent attributable to Tenant's violation of the covenant contained in this Article. The obligations of Tenant under this Article shall survive any expiration or termination of this Lease.

"Hazardous Substances" shall mean and include those elements or compounds which are contained in the list of Hazardous Substances adopted by the United States Environmental Protection Agency (EPA) or which are defined as hazardous, toxic, pollutant, infectious or radioactive by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including, without limitation, strict liability) or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereinafter in effect (collectively "Environmental Laws").

45. Submission of Lease. The submission of this Lease for examination does not constitute an offer to lease and this Lease shall be effective only upon execution hereof by Landlord and Tenant.

46. Severability. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws, the remainder of this Lease shall not be affected thereby, and in lieu of each clause or provision of this Lease which is illegal, invalid or unenforceable, there shall be added as a part of this Lease a clause or provision as nearly identical to the said clause or provision as may be legal, valid and enforceable.

47. Entire Agreement. This Lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect with respect to the subject matter contemplated hereby. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with any obligation of Tenant hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. This Lease may not be altered, waived, amended or extended except by an instrument in writing signed by Landlord and Tenant. This Lease is not in recordable form, and Tenant agrees not to record or cause to be recorded this Lease or any short form or memorandum thereof. The rule of construction that ambiguities are resolved against the drafting party shall not apply to this Lease.

48. Headings. The use of headings herein is solely for the convenience of indexing the various paragraphs hereof and shall in no event be considered in construing or interpreting any provision of this Lease.

49. Intentionally Reserved.

50. Governing Law. The laws of the State of Alabama shall govern the validity, performance and enforcement of this Lease, without regard to its conflict of laws principles.

51. Special Stipulations. The special stipulations attached hereto as Exhibit "F" are hereby incorporated herein by this reference as though fully set forth herein.

52. Authority. Each of the persons executing this Lease on behalf of Tenant does hereby personally represent and warrant that Tenant is fully authorized and qualified to do business in the State in which the Demised Premises are located, that Tenant has full right and authority to enter into this Lease, and that each person signing on behalf of Tenant is authorized to sign on behalf of the Tenant. Upon the request of Landlord, Tenant shall deliver to Landlord documentation satisfactory to Landlord evidencing Tenant's compliance with this Article, and Tenant agrees to promptly execute all necessary and reasonable applications or documents as reasonably requested by Landlord, required by the jurisdiction in which the Demised Premises is located, to permit the issuance of necessary permits and certificates for Tenant's use and occupancy of the Demised Premises.

53. Intentionally Reserved.

54. Intentionally Reserved.

55. Parking.

(a) Parking Spaces. Landlord shall have no obligation to provide any parking facilities to Tenant or its customers. Subject to the terms hereof and if Landlord so informs Tenant by written notice of any available Parking Facility, Tenant and its customers shall have the right to use the current parking facility, if any is so provided by Landlord, located at the Project that Landlord provides or controls for servicing of the Building (the "Parking Facility") during Tenant's operating hours, and such parking during said hours shall be at no additional cost to Tenant. Landlord shall have the right to adopt and enforce a nondiscriminatory, uniform policy and/or validation system for the Parking Facility.

(b) Liability of Landlord. Landlord shall not be responsible for money, jewelry, automobiles or other personal property lost in or stolen from the parking areas serving the Project. Landlord shall not be liable for any loss, injury or damage to persons using the parking areas or automobiles or other property therein, it being agreed that, to the fullest extent permitted by law, the use of the Project parking areas as provided herein shall be at the sole risk of Tenant and its employees.

(c) Parking Regulations. Landlord shall have the right from time to time to promulgate reasonable rules and regulations regarding the Project parking areas, if applicable, including, but not limited to, rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking and the like. Tenant shall comply with and cause its employees to comply with all such rules and regulations as well as all reasonable additions and amendments thereto.

56. Patriot Act. Tenant represents and warrants to Landlord that Tenant is not, and is not acting, directly or indirectly, for or on behalf of, any person or entity named as a "specially designated national and blocked person" (as defined in Presidential Executive Order 13224) on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control, and that Tenant is not engaged in this transaction, directly or indirectly, on behalf of, and is not facilitating this transaction, directly or indirectly, on behalf of, any such person or entity. Tenant also represents and warrants to Landlord that neither Tenant nor its constituents or affiliates are in violation of any laws relating to terrorism or money laundering. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties by Tenant.

57. Waiver of Trial by Jury. THE PARTIES HERETO SHALL AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE.

58. Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same instrument. Each party agrees that if the signature of Landlord and/or Tenant on this Lease is not an original, but is a digital, mechanical, or electronic reproduction, then such signature shall be as enforceable, valid, and binding as, and the legal equivalent to, an authentic and traditional ink-on-paper original wet signature penned manually by its signatory. The parties

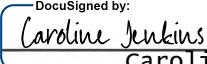
hereto further agree to be bound by all terms and provisions of this Lease, including, without limitation, all exhibits and amendments, which are made a part hereof.

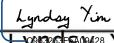
59. Confidential. Tenant agrees, on behalf of Tenant, and Tenant's employees, agents, contractors, consultants, partners, affiliates, assignees and subtenants, not to disclose the terms of this Lease or the results of any audit of Landlord's books and records under this Lease to any third party except, on a confidential basis, to (i) accounting, legal or tax counsel to Tenant, (ii) insurance agents, bank officers or financial advisers of Tenant, (iii) any prospective assignee of Tenant's interest in this Lease or any prospective subtenant of Tenant relative to the Premises (or any portion thereof), (iv) as required by applicable law or by subpoena or other similar legal process, or (v) for financial reporting purposes.

[signatures are on the next page]

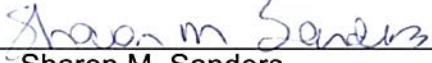
IN WITNESS WHEREOF, the parties have hereunto executed this Lease as of the day, month and year first above written.

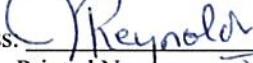
**LANDLORD: 205 20<sup>th</sup> Street North, LLC**

By:  DocuSigned by:  
Caroline Jenkins  
Name: 28941A60A215428...  
Title: Development Manager

Witness:  DocuSigned by:  
Lyndsey Yim  
Printed Name: Lyndsey Yim  
Date: 7/8/2022

**TENANT: Synovus Bank**

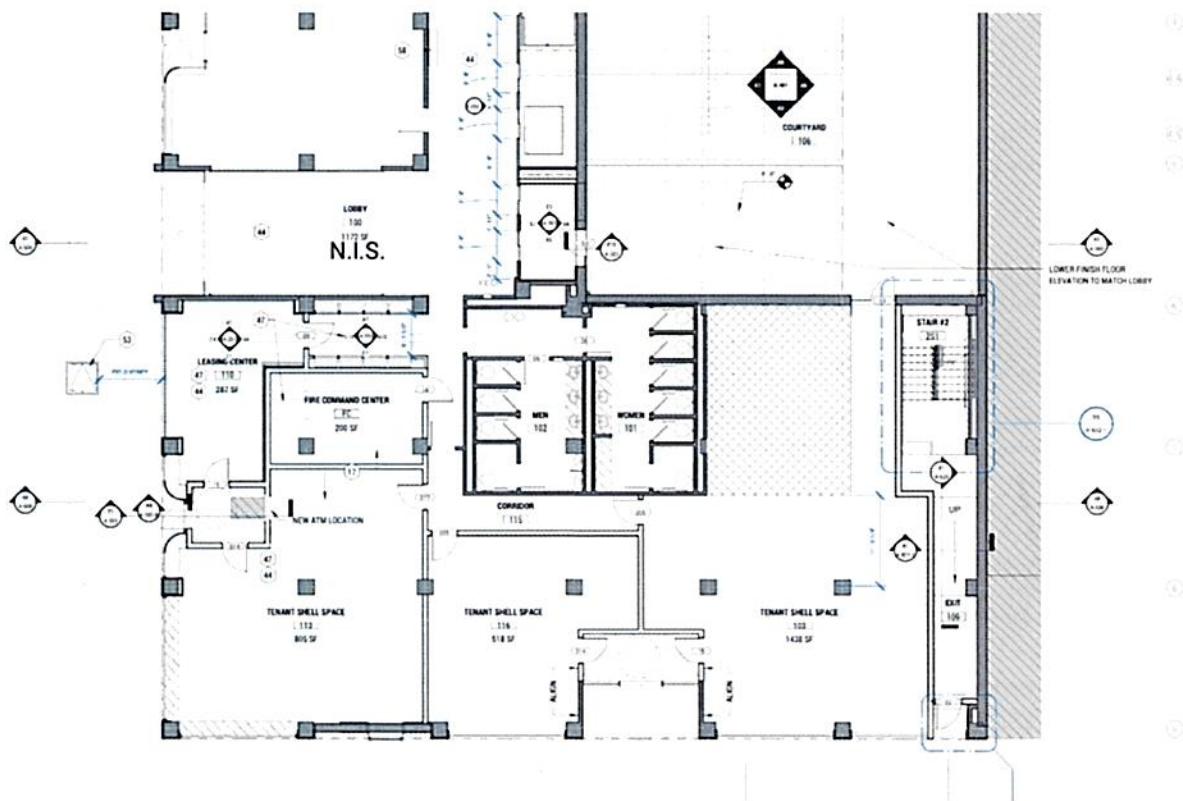
By:  DocuSigned by:  
Sharon M. Sanders  
Name: Sharon M. Sanders  
Title: Sr VP - Corporate Services

Witness:  DocuSigned by:  
John Reynolds  
Printed Name: John Reynolds  
Date: 7/8/22

**EXHIBIT "A"**

**FLOOR PLAN**

This floor plan is intended only to identify the location of the Demised Premises, it being understood that the layout and existence of any improvements within the Project, as shown on this floor plan, may not be accurate.



**EXHIBIT "B"**

**SUPPLEMENTAL NOTICE**

Re: Lease dated as of \_\_\_\_\_, 2022, by and between 205 20th Street North, LLC, as Landlord, and Synovus Bank, as Tenant, as the same may have been modified from time to time (the "Lease"), for that certain premises known as Suite \_\_\_\_\_ located at 207 20th Street North, Birmingham, Alabama, as more particularly described in the Lease.

Landlord and Tenant hereby acknowledge and agree that:

1. The Premises consist of 805 RSF.
2. Except for those items shown on the attached "punch list", if any, which Tenant acknowledges do not prevent Tenant from taking possession of the Premises for the purpose of conducting Tenant's use of the Premises as contemplated under the Lease, Landlord has fully completed the construction work required under the terms of the Lease Agreement and Tenant has accepted such construction work.
3. The Premises are tenantable, the Landlord has no further obligation for construction (except as specified above), and Tenant acknowledges that both the Building and the Premises are satisfactory in all respects.
4. The Commencement Date is the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.  
5. The expiration date of the Term is the day of \_\_\_\_\_, 20\_\_\_\_\_, subject however to the terms and provisions of the Lease.  
6. Terms denoted herein by initial capitalization shall have the meanings ascribed thereto in the Lease.  
7. All other terms and conditions of the Lease Agreement are hereby ratified and acknowledged to be unchanged and are in full force and effect.

Acknowledged and agreed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**LANDLORD:**  
**205 20th Street North, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TENANT:**  
**Synovus Bank**

By: Sharon M. Sanders  
Name: Sharon M. Sanders  
Title: Sr VP - Corporate Services

**EXHIBIT "C"**  
**LEASEHOLD IMPROVEMENTS – WORK LETTER**

(a) Promptly following Landlord's granting of access to the Premises for Tenant and its contractors to perform the Leasehold Improvements (hereinafter defined), Tenant shall diligently pursue the construction of certain initial leasehold improvements in the Premises (the "Leasehold Improvements"), subject to and in accordance with the development and approval of mutually satisfactory plans and specifications (the "Improvements Plans"), which Landlord and Tenant shall diligently pursue towards and reasonably cooperate in the completion of such plans and improvements. Approval by Landlord of the Improvements Plans shall not constitute any warranty by Landlord to Tenant of the adequacy of the design for Tenant's intended use of the Premises or compliance with any applicable federal, state, county or city building and/or fire department codes, ordinances, laws, or regulations. Any required alterations performed to comply with any applicable federal, state, county or city building and/or fire department codes, ordinances, laws, or regulations shall be included as a portion of the Leasehold Improvements. All work performed by Tenant in connection with any improvements shall be in a good and workmanlike manner, without any unreasonable interference with the operation of neighboring properties or the Building or enjoyment thereof by other tenants or visitors, and subject to and in accordance with Landlord's Rules and Regulations and all applicable federal, state, county and city building and/or fire department codes, ordinances, laws, and regulations. The Leasehold Improvements shall be considered "substantially completed" when Tenant has completed the Leasehold Improvements in accordance with the Improvements Plans (except for minor finish out and "punchlist" items) and Tenant has received, as applicable, a certificate of occupancy or certificate of completion by the applicable authority. Tenant shall obtain Landlord's prior written consent, which shall not be unreasonably withheld, conditional or delayed, with respect to any third party contractor Tenant desires to engage for the performance of any such work within or about the Premises and such contractors shall be bonded and insured in accordance with Landlord's reasonable commercial standards. Tenant shall endeavor to complete the Leasehold Improvements to be substantially completed in accordance herewith on or before Tenant's Target Opening Date. Except to the extent excused by force majeure, Tenant's failure to substantially complete the Leasehold Improvements on or before the Tenant's Target Opening Date shall not constitute an immediate event of default hereunder by Tenant so long as Tenant has, and is continuing, to diligently pursue the completion of the Leasehold Improvements.

(b) Tenant shall pay all costs and expenses of the Leasehold Improvements, except with respect to application of the Tenant Improvement Allowance (defined below). Tenant shall be responsible for all Leasehold Improvements costs and expenses (i) in excess of the Tenant Improvement Allowance, (ii) resulting from changes made by Tenant after the Improvements Plans have been approved by both Landlord and Tenant, or (iii) resulting from any delays in the Leasehold Improvements caused by Tenant or its contractors (the "Excess Cost"). Subject to the terms hereof, Landlord shall provide to Tenant an allowance of up to Sixty Thousand Dollars (\$60,000.00) (the "Tenant Improvement Allowance") for use toward the completion of the Leasehold Improvements. If Tenant elects to manage construction of the Leasehold Improvements, Tenant shall be responsible for such construction management fees, which can be paid from the Tenant Improvement Allowance, and Tenant shall pay to Landlord a fee equal to \$1,500.00 for plan review by Landlord. If Tenant engages Landlord or its agent for the provision of construction supervision services with respect to the Leasehold Improvements, Tenant will pay Landlord a construction management fee of five percent (5%) of the total cost of the Leasehold Improvements, which may be paid from the Tenant Improvement Allowance. Notwithstanding any provision herein to the contrary, in connection with the making of the Improvements Plans, the cost of one initial space plan with up to two revisions shall be paid for from the Tenant Improvement Allowance and all costs with respect to any further revisions thereto shall be Excess Costs. Provided that Tenant is open for business to the public in accordance with this Lease and Landlord receives copies of the invoices for the total cost and expense of the Leasehold Improvements, together with lien waivers and evidence of completion of the Leasehold Improvements billed to Tenant with respect to said invoices, which such items

shall be provided promptly following the issuance of a certificate of occupancy for the Premises, Landlord shall, at Landlord's election, reimburse Tenant, pay the applicable contractor, or Landlord shall cause its applicable lender to pay the applicable contractor, for such cost and expense after Tenant is open for business to the public in accordance with this Lease, up to the Tenant Improvement Allowance, payable within thirty (30) days of Landlord's receipt thereof or as otherwise required by Landlord's lender based on applicable normal payment cycles and requirements. Landlord shall not be required to make any payment of the Tenant Improvement Allowance if, on the applicable payment date, an event of default by Tenant has occurred and is continuing. Notwithstanding anything herein to the contrary, in no event shall the Tenant Improvement Allowance be applied towards any telephone voice cabling or data cabling, card reader security system, cost of furniture or furniture systems, racking and any other similar tenant fixtures of a nonpermanent nature, all of which (if desired by Tenant) shall be installed by Tenant, at Tenant's sole cost and expense.

(c) Landlord grants to Tenant and Tenant's agents and contractors a license to enter the Premises so that Tenant may perform the Leasehold Improvements. Such access shall be subject to scheduling by Landlord which shall not interfere with Tenant's ability to complete the Leasehold Improvements. Tenant's agents, contractors, workmen, mechanics, and suppliers shall work in harmony and not interfere with Landlord and Landlord's agents in the performance of Landlord's work in other premises and in the common areas, or the general operation of the Building or the Property. If at any time such entry shall cause or threaten to cause disharmony or interference, including labor disharmony, Landlord and Tenant shall work together to resolve the dispute so that work on the Leasehold Improvements may continue. Any such entry into the Premises by Tenant and Tenant's agents and contractors prior to the Commencement Date shall be deemed to be under all of the terms, covenants, conditions and provisions of the Lease. Landlord shall not be liable for any injury, loss, or damage which may occur to any of Tenant's work or installations made in the Premises or to property placed therein and Tenant shall bear the risk of all such injury, loss or damage. Tenant shall pay for any damage to the Premises or Building, or to any portion of the Leasehold Improvements caused by Tenant or any of Tenant's employees, agents, contractors, workmen or suppliers.

## **EXHIBIT "D"**

### **BUILDING STANDARD SERVICES**

Landlord shall furnish the following services to Tenant during the Lease Term while the Demised Premises or any portion thereof is being occupied for business purposes (the "Building Standard Services"):

(a) Security services for the Building. Except in emergency situations requiring it to act immediately, Landlord shall consult with Tenant as to the type and amount of security services, if any, to be provided and shall accept Tenant's commercially reasonable requests with regard to the type and amount of security services. Tenant, its agents, employees, contractors and visitors shall comply with the procedures and systems adopted by Landlord from time to time for the safety and security of the Building and its occupants.

(b) Sufficient electrical, water, sewer, and gas capacity at the Building to operate normal occupancy and general permitted use (subject, however, to Tenant's obligations to secure and to timely pay for such services exclusively serving the Premises as further provided in this Lease).

(c) Landlord reserves the right to change the provider of electricity for the Building at any time and from time to time in Landlord's commercially reasonable discretion. To the extent Tenant previously contracted with the former provider of electricity for the Building to provide electricity to service the Premises, Landlord shall cooperate with Tenant in transferring service to the new provider and shall give Tenant thirty (30) days notice of its intent to switch providers of electricity.

Landlord does not warrant that any utility services provided with respect to the Premises will be free from interruptions arising from causes beyond the reasonable control of Landlord. Except as otherwise provided in the Lease, any such interruption of service shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises, or any part thereof, or render Landlord liable to Tenant for damages, or relieve Tenant from the performance of Tenant's obligations under this Lease unless such interruption of service is due to the gross negligence or willful acts of Landlord, its employees, agents or contractors. Landlord shall have no responsibility or liability for the failure of any public or private utility to supply sufficient or adequate utility services to the Premises.

Notwithstanding any provision to the contrary, Tenant shall be responsible for timely payment of all utility costs to the extent separately metered or designated for Tenant's usage thereof.

**EXHIBIT "E"**  
**RULES AND REGULATIONS**

1. Sidewalks, doorways, vestibules, halls, stairways and other similar areas outside of the Premises shall not be obstructed by tenants or used by any tenant for any purpose other than ingress and egress to and from the Premises and for going from one part of the Building to another part of the Building.
2. Plumbing fixtures and appliances shall be used only for the ordinary purpose for which designed, and no sweepings, rubbish, rags, or other unsuitable material shall be thrown or placed therein. Repairs resulting from such damage to any such fixtures or appliances from misuse by a tenant shall be paid by such tenant, and Landlord shall not in any case be responsible therefor.
3. Tenant shall give prompt notice to Landlord of any accidents to or defects in plumbing, electrical fixtures, or heating apparatus of which it becomes aware so that Landlord may attend to such accidents or defects promptly.
4. No signs, advertisements or notices shall be painted or affixed on or to any windows, doors, corridors, or other parts of the Building except of such color size, and style and in such places as shall be first approved in writing by Landlord, or except as otherwise expressly permitted under the Lease.
5. Landlord shall have the sole power to direct electricians to where and how telephone and other wires are to be installed. No boring or cutting for wires will be allowed without the written consent of Landlord. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord, which approval shall not be unreasonably withheld. No equipment or installation of any kind shall be attached to the exterior of the Building, except as otherwise expressly permitted under the Lease.
6. All locks for doors in each tenant's premises shall be Building standard, and no tenant shall place any additional lock or locks on any door in the premises without Landlord's reasonable written consent. All requests for duplicate keys shall be made through Landlord and charged to the tenant.
7. Tenants are requested to lock all doors of its leased premises and to turn out all lights of its leased premises at the close of their working day.
8. Tenants shall comply with all reasonable requirements necessary for the security of the Project.
9. Tenants shall not make or permit any improper noises in the Building or otherwise interfere in any way with other tenants or persons having business with them.
10. No vending machines of any type shall be allowed in tenant's leased space without the prior written consent of Landlord, which consent will not be unreasonably withheld.
11. Neither Landlord nor its agents or employees will be responsible for lost or stolen personal property, money or jewelry from the Premises or public areas, regardless of whether such loss occurs when such area is locked against entry.
12. Tenant shall not permit the Premises to be used for lodging, sleeping or any immoral or illegal purpose or for any purpose that will damage the Premises or the Building or the reputation thereof.
13. Canvassing, soliciting and peddling in the Building are prohibited. Tenants shall reasonably cooperate to prevent the same.
14. Tenant shall observe and comply with the driving and parking signs and markers on the property surrounding the rules and regulations concerning the parking areas including the right of Landlord to require each tenant and its employees to display parking stickers on all cars.
15. The Building, including the common areas, and each tenant's Premises are non-smoking facilities. As such, smoking in any of these areas is strictly prohibited.
16. No birds or animals shall be brought into or kept in, on or about public or tenant areas, other than service animals for normal accommodation.
17. Subject to the provisions of the Lease, Landlord reserves the right to rescind any of these rules and regulations and to make such other and further rules and regulations as in its reasonable judgment shall from time to time be required

for the safety, protection, care, cleanliness and reputation of the Building, the operation thereof, the preservation of good order therein, and the protection and comfort of the tenants and their agents, employees and invitees. Landlord shall endeavor in good faith to give tenants advance written notice of any such rescission or the implementation of any new rules or regulations; provided, however, the failure of Landlord to provide such advance written notice shall not be deemed to preclude Landlord from implementing or rescinding any rules or regulations. Such rules and regulations, when made and written notice thereof is given to a tenant, shall be binding upon it in like manner as if originally herein prescribed. Notwithstanding anything to the contrary in this Exhibit E, in the event of a conflict between the provisions of this Exhibit E, as amended from time to time, and the Lease, the parties agree that the provisions of the Lease shall govern.

**EXHIBIT "F"**

**SPECIAL STIPULATIONS**

1. **Premises HVAC System.** With respect to Tenant's HVAC system maintenance obligations, Tenant acknowledges and agrees that all work performed by Tenant or its contractors in connection therewith shall be in a good and workmanlike manner and subject to and in accordance with Landlord's reasonable scheduling requirements and all applicable federal, state, county and city building and/or fire department codes, ordinances, laws, and regulations. Tenant and its contractors shall gain access to and from the HVAC system only through the applicable access ways and shall reasonably remove from the HVAC system areas and adjacent grounds all debris and discarded materials arising from any HVAC work. Tenant shall be responsible, at its sole expense, for any damage to the Building, or to any portion of the Premises caused by Tenant or any of Tenant's contractors.
2. **Options to Renew.** Provided Tenant is not in default beyond any applicable notice and cure period at the time of delivering to Landlord Tenant's Exercise Notice (however, Landlord shall have the right to unilaterally and expressly waive said condition of non-default status), Tenant shall have the right and option to extend the Lease for up to two (2) additional terms of five (5) years each (each such extended term being hereinafter called an "Option Term"), with the Option Term to begin upon the expiration of the then-current Term (subject to the conditions set forth herein, Tenant's delivery of such Tenant's Exercise Notice shall be deemed the binding and irrevocable election of Tenant to extend the term of the Lease in accordance herewith). Tenant may exercise such Option Term option by delivering to Landlord written notice of Tenant's desire to exercise such option at least one hundred eighty (180) days prior to the expiration of the then-current Term ("Tenant's Exercise Notice"). The terms, covenants, and provisions of the Lease shall continue in full force and effect during the Option Term as the same are in effect immediately prior to the commencement of the Option Term, except that the Base Rental during the Option Term shall be determined in accordance with the applicable Base Rental rate set forth in Article 1 of the Lease. Tenant shall not have the right to assign its renewal rights to any sublessee of the Premises or any portion thereof or to any assignee of the Lease, nor may any such sublessee or assignee exercise or enjoy the benefit of such renewal rights.
3. **Regulatory & Permit Contingency:** Tenant shall have the right to terminate this Lease within 180 days after the Effective Date if, despite Tenant's diligent and good faith efforts, Tenant is unable to obtain within said period: a) approvals from the appropriate regulatory agencies for the intended use or (b) all necessary permits and approvals to perform Tenant's work and open for business in the Premises for Tenant's intended use. Landlord shall reasonably cooperate with Tenant in obtaining all necessary permits and approvals and Tenant shall diligently pursue its permits and approvals.
4. **Intentionally Reserved.**
5. **Exclusive Use Rights.** Subject to any pre-existing rights granted under leases for the Building prior to the Effective Date, and provided Tenant is not in default hereunder and provided Tenant is open and operating for business in the Premises for the Permitted Use, Landlord will not during the Term of this Lease use, lease or permit any area in the Building to be used by any commercial tenants other than Tenant for retail banking purposes which shall include receiving deposits or making loans to the general public, whether done by a state bank, national bank, savings and loan association, credit union or other entity, as such tenant's primary business purpose.
6. **ATM PROVISIONS.** Subject to the terms hereof, Tenant may install, maintain, operate, and replace an automated teller machine (an "ATM"), together with related equipment, accessories, and identifying signage (the "ATM Equipment") in a certain location within the Building as approved by Landlord (such approval not to be unreasonably withheld), subject to all of the terms, conditions, and provisions hereof, including the following:
  - A. Compliance with Alterations Clause. The installation of any ATM or ATM Equipment shall comply with all relevant provisions of the Lease, including without limitation, the requirements that Tenant (i) prepare and submit plans and

specifications for such ATM and ATM Equipment; (ii) obtain Landlord's prior approval of all contractors and subcontractors; and (iii) provide Landlord with copies of all permits and licenses;

B. Permits and Approvals. Tenant shall obtain all necessary federal, state, or local permits, licenses, and approvals and pay all costs connected therewith;

C. Compliance with Laws. Tenant shall comply with all laws applicable to the installation, use, and operation of the ATM and ATM Equipment, including, without limitation, any provisions of the Americans with Disabilities Act of 1990;

D. Maintenance. Tenant shall maintain, at Tenant's sole cost and expense, the ATM, the ATM Equipment, and the area in the vicinity thereof in clean and working condition and shall service the ATM and reasonably stock the ATM with cash and supplies. Such service shall be performed before or after the normal business hours of the Building, except as reasonably necessary;

E. Signage. Subject to Landlord's prior approval (which shall not be unreasonably withheld to the extent that such signage is required by Law), Tenant shall be permitted to install signage or any other advertising material or displays at the ATM ("ATM Signage") near the ATM, which ATM Signage shall identify Tenant and/or any automated teller network operated by Tenant and/or any shared automatic teller networks with which the ATM is affiliated; Tenant shall be responsible for obtaining any permits or governmental approval required for the ATM Signage. The installation, maintenance, and repair of the ATM Signage shall be at Tenant's sole cost and expense;

F. Operating Hours for ATM. Tenant shall operate the ATM continuously (except for periodic servicing and maintenance) during reasonable operating hours as determined by Tenant from time to time;

G. Security. Tenant shall provide all security measures that are customary for similar facilities in the vicinity of the Building, including, without limitation, mirrors, surveillance cameras, door locks, adequate lighting, exterior visibility of interior ATMs, card entry systems, and warning signage. Tenant shall review such security measures at least annually and revise same to reflect then customary security measures;

H. Restriction or Discontinuance of ATM Service. Landlord may reasonably require Tenant to temporarily discontinue service (and post appropriate signs advising users) in connection with Landlord's maintenance and repair of the Building or any portion thereof, or if necessary in Landlord's good faith judgment, for the security of the Building or its occupants or contents, without such action being deemed an eviction of Tenant or a disturbance of Tenant's use of the Premises or any portion thereof and without Landlord being deemed in default of the Lease;

I. Indemnification of Landlord. Tenant shall protect, defend, indemnify, and hold harmless Landlord, its successors, and assigns from any and all claims, demands, causes of action, judgments, costs, expenses, liabilities, and damages arising from the installation, operation, or use of the ATM or ATM Equipment;

J. No Landlord Responsibility. Landlord shall have no responsibility for the ATM or ATM Equipment, and shall not be liable for any damage or disruption to same however caused, including without limitation, due to a disruption in electrical or telecommunication service, except to the extent caused by Landlord or its contractors;

K. Taxes. Tenant shall pay all real, personal property, or other taxes or fees assessed or imposed on the ATM or ATM Equipment;

L. Insurance. Tenant shall cause the insurance policies maintained by Tenant pursuant to the Lease to cover the ATM and ATM Equipment and any claims and liabilities arising in connection with the use thereof;

M. Removal of ATM. The ATM and ATM Equipment shall remain the personal property of Tenant, and upon the expiration or earlier termination of the Lease Term, Tenant shall remove the ATM and ATM Equipment, including ATM Signage, and repair any damage to the Building caused by such removal;

N. No Representations. Landlord makes no representations as to the suitability of the Building for an ATM, whether or not an ATM may be installed under applicable zoning ordinances or other laws, or to the safety or security of the Building and how same would be affected by the installation of an ATM.

O. Telecommunications. Tenant shall separately arrange with, and pay directly to, the applicable public or private utilities, as the case may be, for the furnishing, installation, and maintenance of all telecommunications lines, services, and equipment as may be required by Tenant in the use of the ATM. Tenant shall not modify or disturb any telecommunications lines, services, and equipment in the Building without Landlord's prior written consent.

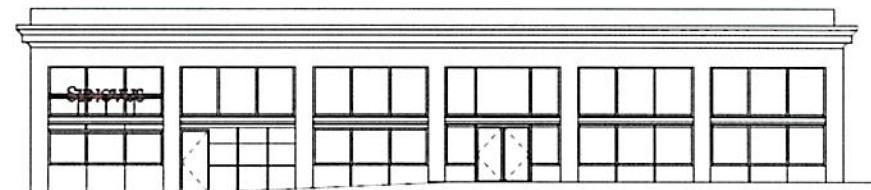
**EXHIBIT "G"**

**TENANT'S SIGNAGE PACKAGE**

**EXTERIOR VIEW OF SIGNAGE FOR GOVERNMENTAL APPROVAL**



20TH STREET NORTH



2ND AVENUE NORTH

