

LEASE AGREEMENT

between

EPPS BRIDGE CENTRE II CWC, L.L.C., a Missouri limited liability company

as Landlord

and

COSTCO WHOLESALE CORPORATION, a Washington corporation

as Tenant

dated as of February 8, 2022

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LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is entered into by and between **EPPS BRIDGE CENTRE II CWC, L.L.C.**, a Missouri limited liability company (“**Landlord**”), and **COSTCO WHOLESALE CORPORATION**, a Washington corporation (“**Tenant**” or “**Costco**”) as of February 8, 2022 (the “**Effective Date**”).

A. Pursuant to that certain Lease Agreement dated as of February 8, 2022 between **OCONEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**, a development authority and public body corporate and politic of the State of Georgia (the “**Development Authority**”), as lessor, and Landlord, as lessee (the “**Authority Lease**”), which Authority Lease is evidenced by that certain Memorandum of Lease and Option to Purchase dated as of February 8, 2022 between Landlord and Development Authority, which is being recorded in the Office of the Clerk of the Superior Court of Oconee County, Georgia (the “**Authority Lease Memorandum**”). Landlord is the leasehold owner of that certain tract of land containing 23.840 acres described on **Exhibit ”A”** attached hereto (the “**Land**”). Capitalized terms used and not separately defined herein shall have the meaning given to such terms in the Authority Lease.

B. Landlord desires to rent and sublease to Tenant, and Tenant desires to rent and sublease from Landlord, the Premises (as hereinafter defined).

NOW, THEREFORE, Landlord and Tenant hereby agree as follows:

ARTICLE 1

Lease of Premises; Term

1.1 **Premises Leased.**

Subject to the covenants, agreements, terms, provisions and limitations of this Lease, Landlord, in consideration of the rents, covenants, agreements and conditions herein set forth, hereby subleases to Tenant, and Tenant hereby rents and subleases from Landlord, the Premises (as hereinafter defined).

1.2 **Premises Defined.**

The Land and the rights, interests, estates and appurtenances leased to Tenant pursuant to Section 1.1, together with all improvements now or hereafter constructed thereon (including the Improvements (as hereinafter defined)), are hereinafter collectively referred to as the “**Premises**”. Landlord and Tenant have agreed that the Premises will be developed in accordance with the Site Plan attached hereto as **Exhibit “B”** the “**Site Plan**”). The Site Plan may be modified only with the consent of Landlord and Tenant.

1.3 **Habendum.**

TO HAVE AND TO HOLD the Premises, together with all and singular the rights, privileges and appurtenances thereunto attaching or in anywise belonging, exclusively

unto Tenant, its permitted successors and assigns, for the term set forth herein and subject to and upon the covenants, agreements, terms, provisions and limitations herein set forth.

1.4 **Term.**

This Lease is effective as of the Effective Date at which time Tenant's subleasehold interest shall begin, and subject to the other provisions of this Lease, shall expire at midnight, Eastern Standard Time on December 1, 2036 (such period is hereinafter referred to as the "**Term**").

1.5 **Sublease.**

Notwithstanding anything to the contrary set forth in this Lease, (a) Tenant acknowledges and agrees that Landlord has or will hold a Leasehold Interest in the Premises by virtue of the Authority Lease, (b) Tenant acknowledges and agrees that during the Lease Term (as defined in the Authority Lease) of the Authority Lease, this Lease will constitute a sublease, with Landlord being the sublessor and Tenant being the sublessee, and (c) Landlord represents and warrants, and Tenant acknowledges and agrees that, subject to Section 16.29, Section 16.30 and Section 16.31 hereof, in the event Landlord acquires the interest of the Development Authority under the Authority Lease or otherwise acquires fee simple title to the Premises, this Lease shall remain in full force and effect as a direct lease for the Premises between Landlord as lessor and Tenant as lessee.

ARTICLE 2

Landlord's Work and Delivery

2.1 **Site Work.**

Landlord shall substantially complete the Site Work (as defined and described on **Exhibit "D"**) within ninety (90) days following the Effective Date (the "**Anticipated Site Work Delivery Date**").

Tenant's sole and exclusive remedy in the event Landlord fails to complete the Site Work on or before the Anticipated Site Work Delivery Date shall be to exercise its rights set forth in (i) Section C.(l) (Substitute Performance) of **Exhibit "D"** and (ii) Section C.(o) (Tenant's Right to Draw on the Security) of **Exhibit "D"**, subject in each case to the terms and conditions thereof.

2.2 **Finish Coat Work.**

Tenant has requested that Landlord undertake completion of the Finish Coat Work (as described on **Exhibit "D"**) after Tenant has substantially completed the exterior façade of the Improvements (the "**Exterior Improvements**"). Landlord shall substantially complete the Finish Coat Work within forty five (45) days following written notice (the "**Start Finish Coat Work Notice**") from Tenant that (i) Tenant has substantially completed the Exterior Improvements and (ii) Tenant requests that Landlord complete the Finish Coat Work (the "**Anticipated Finish Coat Delivery Date**") (the Site Work and Finish Coat Work are herein

referred to each as a “**Phase of Landlord’s Work**” and, collectively, as “**Landlord’s Work**”). Tenant shall endeavor in good faith to give Landlord not less than ten (10) days’ notice prior to delivery of the Start Finish Coat Work Notice. Notwithstanding the foregoing, Landlord shall have the right to commence the Finish Coat Work at any time after the ninetieth (90th) day following its substantial completion of the Site Work regardless of whether Tenant has certified the completion date of the Improvements in accordance with Section 7.1 hereof. Tenant shall use good faith efforts to cooperate and coordinate its on-going work on the Premises with Landlord’s efforts to complete the Finish Coat Work so as not to materially interfere with Landlord’s completion of the Finish Coat Work following the delivery of the Start Finish Coat Work Notice.

Tenant’s sole and exclusive remedy in the event Landlord fails to complete the Finish Coat Work on or before the Anticipated Finish Coat Delivery Date shall be to exercise its rights set forth in (i) Section C.(l) (Substitute Performance) of **Exhibit “D”**, (ii) Section C.(o) (Tenant’s Right to Draw on the Security) of **Exhibit “D”** and (iii) Section C.(t) (Liquidated Damages) of **Exhibit “D”**, subject in each case to the terms and conditions thereof.

2.3 **Anticipated Delivery Date.**

The term “**Anticipated Delivery Date**” shall refer to the Anticipated Site Work Delivery Date or the Anticipated Finish Coat Delivery Date, as applicable to the respective Phase of Landlord’s Work, but subject to extension as provided in Section 2.5.

2.4 **Substantial Completion.**

“**Substantial completion**” and words of similar import with respect to any Phase of Landlord’s Work shall be deemed to have occurred with respect to the applicable Phase of Landlord’s Work, if the same has been completed, other than any punch list items that will not materially interfere with the construction of the Improvements to be constructed by Tenant or operational use of the Premises by Tenant (the “**Punch List Items**”).

Upon substantial completion of the applicable Phase of Landlord’s Work, Landlord shall provide Tenant with (i) a signed certification of Landlord and Landlord’s engineer, Haines, Gipson & Associates, Inc. (“**Landlord’s Engineer**”) in form attached as **Exhibit “D-3”**, that all of the Site Work has been completed pursuant to the Approved Plans and applicable law with respect to the Site Work (the “**Site Work Completion Notice**”), (ii) a signed Building Pad Certification from Landlord’s Engineer in form attached as **Exhibit “D-4”** with respect to the building pad included in the Site Work, and (iii) a “**Final Application and Completion Evidence**” (as defined on **Exhibit “D”** attached hereto) with respect to the Finish Coat Work, in each case certifying that Landlord has substantially completed the applicable Phase of Landlord’s Work, and Tenant shall have five (5) business days after receipt of such written notice to inspect the applicable Phase of Landlord’s Work and to provide written notice to Landlord of (i) Punch List Items or (ii) failure of Landlord to substantially complete the applicable Phase of Landlord’s Work pursuant to the terms of this Lease.

If Tenant fails to provide Landlord written notice of either (i) Punch List Items or (ii) any failure of Landlord to substantially complete the applicable Phase of Landlord’s Work within such five (5) business day period, then the applicable Phase of Landlord’s Work shall be

deemed not to be substantially complete, provided, however, if, following the expiration of such five (5) business day period, Landlord sends a second notice requesting Tenant to inspect the applicable Phase of Landlord's Work and to provide written notice to Landlord of (i) Punch List Items or (ii) failure of Landlord to substantially complete the applicable Phase of Landlord's Work pursuant to the terms of this Lease, which notice prominently provides in all capital letters "THIS IS A SECOND NOTICE AND FAILURE TO RESPOND SHALL RESULT IN THE REQUEST BEING DEEMED APPROVED" and Tenant, following receipt of such second notice fails within five (5) business days to provide Landlord written notice of either (i) Punch List Items or (ii) any failure of Landlord to substantially complete the applicable Phase of Landlord's Work, then the applicable Phase of Landlord's Work shall be deemed to be substantially complete.

If Tenant provides timely written notice to Landlord of any Punch List Items, then Landlord shall promptly complete any such Punch List Items within thirty (30) days following any such written notice from Tenant and the applicable Phase of Landlord's Work shall be deemed substantially complete on the date Landlord provides the Site Work Completion Notice or Final Application and Completion Evidence, as applicable, to Tenant.

If Tenant timely provides written notice to Landlord that Landlord has in Tenant's good faith, reasonable judgment failed to substantially complete the applicable Phase of Landlord's Work (as opposed to written notice of Punch List Items) within said five (5) business day period, then Landlord shall promptly correct any such failure to substantially complete the applicable Phase of Landlord's Work within thirty (30) days following any such written notice from Tenant. The applicable Phase of Landlord's Work shall be deemed substantially complete on the date Landlord provides the Site Work Completion Notice or Final Application and Completion Evidence, as applicable, to Tenant or, if the applicable Phase of Landlord's Work was not, in fact, complete on such date, the date that Landlord thereafter, in fact, substantially completes the applicable Phase of Landlord's Work. In the event of any dispute regarding whether or not an applicable Phase of Landlord's Work was substantially complete on the date of the Final Application and Completion Evidence, the parties shall work in good faith to resolve such dispute within five (5) business days.

Upon completion by Landlord of the Punch List Items or other deficiencies that Tenant provided in a timely written notice to Landlord, Landlord shall provide written notice thereof to Tenant and Tenant shall have five (5) business days after receipt of such written notice to inspect the applicable Phase of Landlord's Work in accordance with the foregoing process and such process shall be repeated until such time as the applicable Phase of Landlord's Work is accepted (or deemed accepted) by Tenant pursuant to the terms of this Section 2.4.

2.5 **Extension of Anticipated Delivery Date.**

In the event of (i) Tenant Delays (as hereinafter defined), (ii) delays caused by Force Majeure (as hereinafter defined) or (iii) delays caused by Adverse Weather Conditions (as hereinafter defined) (such delays being herein each an "**Excusable Delay**"), the Anticipated Delivery Date shall be extended for a period of time equal to the delay reasonably caused by such Excusable Delay, but in no event shall the Excusable Delay extend the Anticipated Delivery Date less than on a day for day basis. "**Tenant Delay**" means an act or

omission of Tenant, its agents, contractors or employees, including, without limitation, any interference by Tenant with Landlord's Finish Coat Work under Section 2.2, which has directly resulted in the delay of Landlord's completion of applicable Phase of Landlord's Work and causes Landlord to fail to complete the applicable Phase of Landlord's Work within the timeframes set forth herein. "**Adverse Weather Conditions**" means adverse weather conditions, including, without limitation, (i) precipitation (rain, snow, or ice), including "dry-out" or "mud" days that create conditions beyond what is reasonably required to perform the day's planned work, (ii) temperatures that do not rise above that reasonably required for the day's planned work, and (iii) sustained wind in excess of that reasonably required to perform the day's planned work to the extent the same directly result in the delay of Landlord's completion of Landlord's Work and which Adverse Weather Conditions are beyond the number of days of delay for Adverse Weather Conditions reasonably anticipated. The phrase "reasonably required to perform the day's planned work" or words of similar import shall include that in excess of any specified or accepted as standard industry practice or in excess of that required by the Approved Plans or any Tenant specifications or manuals. Landlord shall notify Tenant of any Excusable Delay within five (5) business days following the cessation of the event or circumstance constituting an Excusable Delay. Failure to provide such notice shall result in a waiver of Landlord's extension right attributable to such event. Landlord shall use commercially reasonable efforts to mitigate the effect of any Excusable Delay, provided, however, that in no event shall Landlord be required to undertake extraordinary measures to mitigate any Excusable Delay, including, without limitation, any efforts that would increase the cost of Landlord's Work.

2.6 **General Terms Regarding Landlord's Work.**

Landlord's Work shall be constructed in a good and workmanlike manner in accordance with good industry practice for the type of work in question, in compliance with all applicable laws (as hereinafter defined) and free of mechanics' and materialmen's liens. The term "law" or "laws" as used in this Lease shall mean, unless and except where the context otherwise provides, any and all ordinances, statutes, rules, regulations, orders, injunctions, writs or decrees of any Governmental Authority (as hereinafter defined) or political subdivision or agency thereof, or any court, and include, without limitation, all regulatory agency requirements having jurisdiction of the Premises, including but not limited to, building codes, regulations and ordinances in force and adopted by the local municipality, county and state building officials and applicable city, county and state building plumbing, fire, health, pollution, electrical, safety and other codes, all as the may exist from time to time.

ARTICLE 3

Rent

3.1 **Rent Commencement Date Defined.**

The term "**Rent Commencement Date**" shall be the earlier of (i) the first (1st) day of the calendar month following the date Tenant opens for business, (ii) the first day of the calendar month following the month in which the acquisition, construction and installation of the Improvements is completed, as evidenced by the certification as provided in Section 7.1 hereof, or (iii) subject to an extension of one (1) day for each day that the Anticipated Site Work

Delivery Date and/or the Anticipated Finish Coat Delivery Date is delayed, October 1, 2022. The parties shall memorialize the Rent Commencement Date in a Rent Commencement Date Memorandum in substantially the form attached hereto as **Exhibit “C”**.

3.2 **Base Rent.**

Tenant shall pay base rent (“**Base Rent**”) commencing on the Rent Commencement Date and continuing for the entire Term in equal monthly installments in an amount equal to Five Million Thirty-Nine Thousand Five Hundred and 00/100 Dollars (\$5,039,500.00) divided by the number of months between the Rent Commencement Date and the expiration date of the Term as set forth in Section 1.4.

3.3 **Additional Rent and Rent Defined.**

The term “**Additional Rent**” shall mean any and all amounts required to be paid by Tenant under the terms of this Lease other than Base Rent. Tenant shall pay Additional Rent commencing on the Effective Date and continuing for the entire Term as required by Tenant under the terms of this Lease. The term “**Rent**” shall mean Base Rent and Additional Rent.

Without limiting the generality of the foregoing, the reasonable fees, costs, and expenses of the Development Authority, the Trustee and their respective agents, counsel, accountants and experts (including in the case of the Trustee, fees and charges for Extraordinary Services rendered by it and the Extraordinary Expenses incurred by it (as such terms are defined in the Indenture of Trust between the Development Authority and Synovus Bank, as trustee, regarding Oconee County Industrial Development Authority Taxable Revenue Bonds (Epps Bridge Centre II CWC, L.L.C. Project), Series 2021 (the “**Series 2021 Bonds**”), in the aggregate principal amount of not to exceed \$37,000,000 (the “**Indenture**”) as provided in the Authority Lease and in the Indenture, as and when the same become due solely by reason of any one or more of (i) any request made by Tenant to the Development Authority, Trustee or Landlord with respect to the Title Instruments, the Authority Lease, the Authority Lease Memorandum, this Lease or the Memorandum of Lease and Option to Purchase, or any amendments or modifications thereto arising after the Effective Date, (ii) any casualty or condemnation, or (iii) any act or failure to act by Tenant whether or not in breach of this Lease, shall constitute Additional Rent to be paid by Tenant under this Lease.

Except as specifically provided above, Tenant shall not be responsible for the payment of any fees, costs, expenses or charges of Trustee or the Development Authority or their agents, counsel, accountants and experts, under the Authority Lease, the Indenture or otherwise; it being understood that all such costs shall be paid by Landlord.

3.4 **Payment of Rent.**

Base Rent shall be paid to Landlord by Tenant in monthly installments in advance on or before the first (1st) day of each calendar month commencing on the Rent Commencement Date in lawful money of the United States of America without notice or demand at the original or changed address of Landlord as set forth in Section 16.1 or to such other persons or at such other addresses as Landlord may designate from time to time in writing to Tenant. If the Rent Commencement Date or expiration date of this Lease is other than the first

day of a month, Tenant shall be required to pay a pro rata portion of the monthly installment of Base Rent for any partial month. Additional Rent shall be due and payable as herein set forth commencing on the Effective Date and continuing for the entire Term. Landlord hereby agrees that Tenant may make payments of Base Rent, Additional Rent and other charges by electronic payment using the Automated Clearing House (ACH) system, or other similar system. Landlord further agrees to provide Tenant with the required forms and information necessary to make such payments, including, but not limited to, a fully executed W-9 Form issued by the Internal Revenue Service.

3.5 **No Abatement.**

Except as otherwise expressly provided in this Lease, no happening, event, occurrence or situation during the Term, whether foreseen or unforeseen, and however extraordinary, shall relieve Tenant from its obligations hereunder to pay Rent, or entitle Tenant to an abatement of Rent.

3.6 **Late Charge.**

If Tenant fails to pay any installment of Rent on or before the fifth (5th) day after such payment is due, then Tenant shall pay to Landlord, in addition to the installment of Rent, five percent (5%) of such installment, as a late payment fee, provided that Landlord shall waive such fee as to the first such late payment so long as Tenant pays the overdue amount within five (5) business days of Tenant's receipt of written notice from Landlord.

3.7 **Payment of Rent Upon Assignment of Landlord's Interest.**

Landlord shall promptly give written notice to Tenant if Landlord assigns its interest in, or its right to receive Rent under, this Lease to a third party or if any third party other than Landlord is ever entitled to collect any amounts payable by Tenant hereunder. Subject to the terms of any Subordination Agreement described in Section 16.26 (which may provide that a Landlord Leasehold Mortgagee (as hereinafter defined) shall have the right to require Tenant, by written notice from such Landlord Leasehold Mortgagee, to pay Rent directly to such Landlord Leasehold Mortgagee, in which event Landlord acknowledges and agrees that Tenant may rely on such notice from such Landlord Leasehold Mortgagee), until Tenant receives written notice from Landlord of any assignment or transfer of the right to collect Rent, together with a copy of the fully executed deed or other transfer document, payment of Rent by Tenant in accordance with the provisions of Section 3.4 shall satisfy Tenant's obligations under the Lease.

ARTICLE 4

Impositions, Utilities, Title Instruments, Net Lease

4.1 **Impositions Defined.**

The term "**Impositions**" shall mean all taxes, assessments, use and occupancy taxes, water and sewer charges, rates and rents, charges for public utilities, excises, levies, license and permit fees and other charges by any municipality, county, state, the United States of America or any other governmental body, subdivision, agency or authority having jurisdiction

over the Premises or Tenant (hereinafter each of the foregoing bodies are referred to as a “**Governmental Authority**” and, all of them, collectively, as the “**Governmental Authorities**”), general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, which shall or may during the Term be assessed, levied, charged, confirmed or imposed by any public authority upon, or accrue, or become a lien on (i) the Land or any part thereof or any interest of Landlord therein; (ii) the buildings or improvements now or hereafter constructed on the Land (including the Improvements); (iii) the appurtenances to the Premises or the sidewalks or streets adjacent thereto; (iv) the rent and income received by or for the account of Tenant from any sublessee or for any use or occupation of the Premises; (v) such franchises, licenses and permits as may be pertinent to the use of the Premises; (vi) any documents to which Tenant is a party creating or transferring an interest or estate in the Premises; and (vii) the Rent payable by Tenant pursuant to this Lease, if any. Impositions shall not include any income tax, capital levy, estate, succession, inheritance or transfer taxes or similar tax of Landlord. If, at any time after the date hereof the methods of taxation shall be altered so that in lieu of or as a substitute for the whole or any part of the Impositions now levied, assessed or imposed on real estate as such, there shall be levied, assessed or imposed (1) a tax on the rents received from the Premises, (2) a license fee measured by the rents receivable by Landlord from the Premises, (3) a tax or license fee imposed upon Landlord which is otherwise measured by or based in whole or part upon the Premises or any portion thereof, or (4) an income or franchise tax, then the same shall be included within the definition of Impositions herein.

Notwithstanding anything to the contrary provided herein, as a result of the Tax Abatement (as defined in Section 4.4 below) in no event shall Tenant be liable for any ad valorem real estate taxes imposed on the Premises during the Term. In the event any ad valorem real estate taxes are assessed against the Premises during the Term, such taxes shall be paid on a timely basis by Landlord and shall not be the responsibility of Tenant.

4.2 **Tenant’s Impositions Obligation.**

Commencing on the Effective Date and continuing throughout the remainder of the Term, subject to the limitation set forth in the second paragraph of Section 4.1, Tenant will pay all Impositions with respect to the Premises, as provided herein. Impositions that are payable for the tax year in which the Effective Date occurs shall be apportioned so that Tenant shall pay its proportionate share of such Impositions for the period from the Effective Date to the end of such tax year.

Impositions that are payable by Tenant for the tax year in which the Term ends shall be apportioned so that Tenant shall pay its proportionate share of such Impositions payable by Tenant for such periods of time. Tenant shall pay to Landlord, within thirty (30) days following demand therefor, Tenant’s proportionate share of all Impositions payable by Tenant for the tax year in which the Term ends. Where any Imposition that Tenant is obligated to pay may be paid pursuant to law in installments, Tenant may pay such Imposition in installments as and when such installments become due.

Tenant shall also pay, prior to delinquency, all taxes assessed or levied upon its business operation, and upon its trade fixtures, furnishings, equipment, merchandise, and personal

property of any kind owned, installed, or used by Tenant in, on or upon the Premises, and all alterations, changes, and additions thereto.

Tenant shall, if so requested, deliver to Landlord evidence of due payment of all Impositions Tenant is obligated to pay hereunder, concurrently with the making of such payment.

Landlord shall, if so requested by Tenant, deliver to Tenant evidence of due payment of any Impositions Landlord is obligated to pay hereunder, concurrently with the making of such payment.

4.3 **Utilities.**

(a) **Tenant's Utilities Obligations.** Except for any express obligations to complete any utility work that are expressly described as part of Landlord's Work, which Landlord shall complete as part of the applicable Phase of Landlord's Work in accordance with Article 2, Tenant shall be responsible, at its sole cost and expense, for obtaining, connecting, installing, repairing and maintaining all utility lines, connections and facilities on the Premises. Notwithstanding anything in this Lease, including, but not limited to **Exhibit "D"**, to the contrary, Tenant shall pay any and all deposits, charges, fees, or other costs or expense associated with such utilities or establishing service with such utilities, including, without limitation, connection and tap fees, for gas, electricity, water, sewer, storm water, telephone and other communication services and all other utilities and similar services rendered or supplied to the Premises, and all utility charges or other similar charges levied or charged against, or in connection with, the Premises.

(b) **Service Suspension.** Except to the extent directly resulting from Landlord's acts or omissions, Landlord shall not be responsible under any circumstances or liable for any manner of damages, or subject to abatement of Rent or otherwise for any interruptions or curtailment in utility services or other disruption or diminution in the quality or quantity thereof, and such interruption, curtailment or other change shall not under any circumstances be deemed to constitute an eviction or disturbance of Tenant's use of the Premises, or otherwise relieve Tenant from paying Rent or performing its obligations hereunder. Furthermore, Landlord shall not be liable under any circumstances for a loss of, or injury to, property or for injury to, or interference with, Tenant's business, including, without limitation, loss of profits, however occurring, through or in connection with or incidental to an interruption in any of the services or utilities.

4.4 **Tax Abatement.**

Notwithstanding anything herein to the contrary, Tenant acknowledges that under present law, because the Premises will be owned by the Development Authority, the Premises, including Landlord's Leasehold Interest under the Authority Lease, will not be subject to ad valorem taxation by the State of Georgia or by any political or taxing subdivision thereof during the Tax Abatement Period (as defined below) and further, in conjunction with the foregoing, the Development Authority has issued the Series 2021 Bonds (as defined in the Authority Lease) to finance the acquisition of the Land and the Improvements by the

Development Authority and the leaseback of the Land and Improvements from the Development Authority to Landlord pursuant to the Authority Lease. The result is that ad valorem taxes with respect to the Premises will be abated (the “**Tax Abatement**”) for the period commencing as of January 1 of the calendar year immediately following the year in which the Effective Date occurs and ending on the last day of the calendar year in which the Premises cease to be owned by the Development Authority (the “**Tax Abatement Period**”), and notwithstanding anything to the contrary set forth in this Lease, Tenant shall not be required to pay ad valorem taxes on the Premises during the Term.

Provided that and so long as Tenant pays Rent and complies with all of its other obligations under this Lease, including, without limitation, Tenant’s obligations set forth herein to comply with terms of the Authority Lease, Landlord shall timely and faithfully perform all covenants, terms, and conditions set forth in the Authority Lease.

4.5 **Title Instruments; Easements.**

(a) **Title Instruments.** The term “**Title Instruments**” shall mean the instruments, agreements and other documents set forth on **Exhibit “E”** attached hereto (which shall not include the Authority Lease, the Authority Lease Memorandum, this Lease or the Memorandum of Lease and Option to Purchase, or any amendments or modifications thereto arising after the Effective Date) and such other instruments, agreements and other documents of record affecting the Premises as may be entered into following the Effective Date with Landlord and Tenant’s consent. Beginning on the Effective Date, with regard to any Title Instruments (whether existing prior to the Effective Date or arising after the Effective Date in accordance with this Lease): (a) Tenant acknowledges that its leasehold interest is subject to the Title Instruments and Tenant shall be responsible for any and all obligations under the Title Instruments that are the responsibility of the owner of the Premises, and (b) Tenant shall have, and may exercise, all rights and remedies of Landlord under the Title Instruments as owner of a leasehold interest in the Premises; provided, however, that Landlord does not grant or convey (and Landlord hereby expressly reserves) any rights, remedies or interests that Landlord may have: (i) as the owner of any property other than the Premises that is subject to such Title Instruments, (ii) in Landlord’s capacity as declarant or any related capacity under such Title Instruments and (iii) under such Title Instruments separate from rights related directly to the Premises and ownership of a leasehold interest therein. In furtherance of the foregoing, and at no cost or expense to Landlord, (x) Landlord agrees to cooperate with Tenant to enforce rights which may exist in favor of the Premises under the Title Instruments, (y) Landlord shall promptly furnish to Tenant copies of all notices and correspondence concerning the Title Instruments delivered to Landlord with respect to the Premises, and (z) Landlord shall, as necessary, and to the extent permitted under the Authority Lease, either (i) grant Tenant a legally effective right to enforce the Title Instruments for its own benefit (either by the terms of the Title Instruments or by an assignment of Landlord’s rights which is sufficient for the effective enforcement of the Title Instruments by Tenant), or (ii) allow Tenant, in Landlord’s name, at Tenant’s sole cost and expense, to use legal means to enforce the Title Instruments for Tenant’s benefit (including, without limitation, litigation, self-help rights granted by the Title Instruments and/or informal dispute resolution procedures to enforce the Title Instruments). Landlord may not, without Tenant’s consent, which consent shall not be unreasonably withheld, conditional or delayed, enter into Title Instruments and amendments or modifications to Title Instruments

which affect the Premises or adversely affect the present or possible future operation of the Premises after the Effective Date.

(b) **Granting and Release of Easements.** Subject to Section 4.5(a) and subject, further, to the prior written consent of Landlord and any Landlord Leasehold Mortgagee, which consent shall not be unreasonably withheld, conditioned or delayed, Tenant may at any time or times cause to be granted, modified, amended, released or terminated easements, licenses, rights of way (temporary or perpetual and including the dedication of public highways), other rights or privileges in the nature of easements with respect to any property included in the Premises and other contracts or agreements helpful in effecting the development, construction, maintenance, operation or restoration of the Premises. Landlord shall use commercially reasonable efforts, at Tenant's sole expense and at no cost or expense to Landlord, to cause any such grant to be free from the lien or security interests created by the Indenture or the Authority Lease, and Landlord agrees that it shall execute and deliver, and will use commercially reasonable efforts to cause the Development Authority and the Trustee to execute and deliver, any instrument necessary or appropriate to confirm, grant, amend, modify, terminate or release any such easement, license, right of way, other right or privilege or other document within twenty (20) business days after receipt of: (i) a copy of the instrument of grant or release, and (ii) written application of the Tenant signed by an authorized Sublessee Representative (as defined in the Authority Lease) to the Landlord and the Development Authority requesting such instrument and stating (1) that such grant or release is not detrimental to the proper conduct of the business of the Tenant, and (2) that such grant or release will not impair the effective use or materially interfere with the operation of the Premises and will not weaken, diminish or impair the security intended to be given by or under the Indenture.

4.6 **Net Lease.**

It is intended that except to the extent of Landlord's express obligations pursuant to this Lease (including any obligations of Landlord as expressly provided in Section 4.1 and Section 4.4), Landlord shall incur no cost or expense with respect to the Premises during the Term, and the Base Rent shall be an absolute net return to Landlord throughout the Term, without offset or deduction and free of all expenses, charges, diminution and other deductions whatsoever, unless and except to the extent expressly set forth herein and then only to the extent expressly set forth herein. From and after the Effective Date, and throughout the Term, Tenant shall, except as otherwise provided herein, pay all costs and expenses with respect to the Premises as if Tenant owned the Premises, including without limitation, all Impositions (except as otherwise expressly provided in Section 4.1 and Section 4.4), special and general assessments, insurance premiums, utility costs, and maintenance, inspection and repair costs and expenses. The provisions of this Section shall not limit the obligations of Landlord under the Authority Lease and with respect to Landlord's Work that are to be performed pursuant to the provisions of this Lease.

ARTICLE 5

Representations and Landlord's Warranties

5.1 **Representations and Landlord's Warranties.**

Landlord represents and warrants that as of the Effective Date:

(a) Power and Authority. Landlord is a limited liability company, duly formed, validly existing and in good standing under the laws of the State of Missouri. Landlord is qualified to do business in the state in which the Premises are located. Landlord has the authority and power to enter into this Lease and to consummate the transaction provided for herein. This Lease has been duly authorized, executed and delivered by Landlord and constitutes a legal, valid, binding and enforceable obligation of Landlord. Landlord has no defenses or offsets whatsoever to the enforceability or validity of this Lease. The person executing this Lease on behalf of Landlord has been duly authorized to do so.

(b) No Violations and Actions. The execution, delivery and performance by Landlord of its obligations under this Lease will not conflict with or result in a breach of any law, judgment, decree or order by which Landlord or the Premises is bound, or the provisions of any contract or other agreement to which Landlord is a party or by which Landlord or the Premises is bound and Landlord's articles of organization, declaration of trust, certificate of incorporation, bylaws, partnership agreement, operating agreement or other organizational documents, as the case may be. There is no action, suit, proceeding (including, without limitation, any condemnation proceeding) or investigation pending, or to Landlord's knowledge threatened, before any agency, court or other Governmental Authority which relates to the Premises or the use thereof.

(c) Condemnation; Moratorium. There are no condemnation or eminent domain proceedings pending, or to Landlord's knowledge threatened or contemplated, against the Premises. To Landlord's knowledge, no moratorium or other law, judgment, ruling or decree of any court or Governmental Authority has been enacted, adopted, issued, entered, or is pending or in effect, that could materially and adversely affect the Premises or Tenant's ability to develop and operate on the Premises.

(d) Compliance. Landlord has received no notice of and has no knowledge of any violations by Landlord of any laws or investigations relating thereto. Landlord has no knowledge of any default or breach by Landlord under any Title Instrument which may affect the Premises, or any portion thereof.

(e) Title. Landlord warrants and represents to Tenant that, as of the Effective Date, it has leasehold title to the Premises, subject and pursuant to the Authority Lease, and has full right, power and authority to enter into this Lease. Landlord further warrants that, as of the Effective Date, there are no mortgages, deeds to secure debt, or other liens or conveyances of security title (other than the lien for real estate taxes not yet due and payable) affecting the Premises, except those for which a Subordination Agreement (as defined in Section 16.26 below) has been executed and delivered.

(f) Assessments. No special or general assessments have been imposed or levied on the Premises other than as shown on Exhibit "E", and to Landlord's knowledge none are threatened against the Premises or any part thereof.

(g) Leases; Contracts; Agreements; Obligations. Other than this Lease, the Authority Lease, the Authority Lease Memorandum, and the matters set forth on **Exhibit “E”**, there are no leases, management agreements, service contracts or other agreements or obligations affecting the Premises or the operation or maintenance thereof. Except as may be set forth in this Lease, the Authority Lease and the matters set forth on **Exhibit “E”**, there are no provisions in any leases, occupancy agreements or other agreements or with any other party which would affect or restrict Tenant’s use of or operations within the Premises or any other rights or obligations of Tenant under this Lease.

(h) Insolvency Matters. No Landlord’s Default has occurred under Sections 15.3(b) or 15.3(c) of this Lease.

(i) OFAC Compliance. Landlord is not, and shall not become, a person or entity with whom Tenant is prohibited or restricted from doing business under any law, including, without limitation, Executive Order No. 13224 and the List of Specially Designated Nationals and Blocked Persons promulgated by the Department of the Treasury Office of Foreign Assets Control (such laws collectively, as amended, modified or supplemented from time to time, the “**Terrorism Laws**”). Landlord consents, acknowledges and agrees that Tenant may take any necessary or appropriate action under the Terrorism Laws.

(j) Misrepresentation and Adverse Facts. The representations and warranties set forth in this Section 5.1 are true and correct in all material respects as of the Effective Date. All items delivered to Tenant are to Landlord’s knowledge complete, true and correct copies of what they purport to be, including any amendments or modifications thereto. Landlord knows of no facts, nor has Landlord failed to disclose any known fact, which would prevent or materially impair Tenant from developing, using or operating the Premises.

(k) Knowledge. For purposes of this Lease, the word “knowledge” as used in reference to Landlord means the present actual knowledge (as opposed to constructive or interpreted knowledge) of Frank M. Bishop who is the Manager of Ocone 316 Associates, LLC, a Georgia limited liability company, which is the Manager of the Landlord executing this Lease (without any duty to investigate and with any computed or constructive notice being excluded).

ARTICLE 6

RESERVED

ARTICLE 7

Construction

7.1 Construction of New Improvements.

Tenant agrees to construct and install a membership warehouse facility containing approximately 155,146 square feet on the Land. The building improvements, together with all related structures and facilities, to be constructed by Tenant on the Land are referred to herein collectively as the “**Improvements**”. All Improvements to be constructed by Tenant on the Land, including, without limitation, the Exterior Improvements, shall be constructed by Tenant

in accordance with the Construction Standards (as hereinafter defined). Tenant shall complete the construction and installation of the Improvements to be constructed by Tenant on or before November 8, 2023 (the “**Outside Tenant Completion Date**”). The completion of the acquisition, construction and installation of the Improvements to be constructed by Tenant shall be evidenced to Landlord and the Development Authority by a certificate of an Authorized Sublessee Representative, upon which Landlord and the Development Authority may conclusively rely, stating that, except for the Finish Coat Work to be performed by Landlord and except for amounts retained by Tenant for project costs not then due and payable, (i) the acquisition, construction and installation of the Improvements to be completed by Tenant has been substantially completed and all labor, services, materials and supplies used in such acquisition, construction and installation have been paid for, (ii) the Improvements to be completed by Tenant have been acquired, constructed and installed to Tenant’s satisfaction and all costs and expenses incurred in connection therewith have been paid, and (iii) to the extent available prior to Landlord’s completion of the Finish Coat Work, all permissions required of Governmental Authorities for the occupancy of the Improvements have been obtained, including a certificate of occupancy. Notwithstanding the foregoing, such certificate of Tenant shall state that it is given without prejudice to any rights against third parties which exist on the date of such certificate or which may subsequently come into being.

Tenant, as principal and not as agent for Landlord or the Development Authority, agrees to commence the acquisition, construction and installation of the Improvements to be constructed by Tenant as promptly as practicable following completion by Landlord of the Site Work, to continue said construction with all dispatch and to use its commercially reasonable efforts to cause said construction to be completed as soon as practicable, but in any event on or before the Outside Tenant Completion Date.

Landlord grants Tenant and its representatives the right, following the substantial completion of the Site Work by Landlord, to enter the Premises for the purpose of constructing and completing the Improvements.

The entire cost of acquiring, constructing and installing the Improvements shall be paid by Tenant, including the following:

- (i) All labor, services, materials and supplies used or furnished in site improvement and in the acquisition, construction and installation of the Improvements;
- (ii) All architectural, engineering and supervisory services with respect to the Improvements; and
- (iii) To the extent as they shall not be paid by a contractor for acquisition, construction and installation with respect to any part of the Improvements, all premiums on all insurance to be taken out and maintained during the period of construction of the Improvements.

7.2 **Alterations.**

At any time and from time to time during the Term, Tenant may, subject to Section 8.2 and the terms of the Title Instruments, perform such alteration, renovation, repair, refurbishment and other work with regard to the Improvements as Tenant may elect, provided (a) the same is done in accordance with the Construction Standards, and (b) that any alteration or renovation of the exterior of the Premises which would materially decrease the value of such improvements, shall not be made by Tenant without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. To the extent Landlord's cooperation is required for Tenant to obtain any permits and/or approvals for any improvements (including the Improvements) and/or alterations, Landlord agrees to reasonably cooperate with and assist Tenant in obtaining such permits and approvals, as necessary, provided such cooperation and assistance shall be at no cost to Landlord.

7.3 **Construction Standards and Liens.**

(a) **Standards.** Any improvements shall be constructed, and any alteration, renovation, repair, refurbishment or other work with regard thereto shall be performed, in accordance with the following standards ("**Construction Standards**"):

(i) All such construction or work shall be performed in a good and workmanlike manner in accordance with good industry practice for the type of work in question.

(ii) All such construction or work shall be done in compliance with the Title Instruments, all other applicable recorded restrictions and all building codes and the Authority Lease, ordinances and other laws or regulations of Governmental Authorities.

(iii) No construction or work shall be commenced until all licenses, permits and authorizations required of all Governmental Authorities having jurisdiction are obtained.

(iv) Tenant shall have obtained and shall maintain in force and effect the insurance coverage required in Article 9 with respect to the type of construction or work in question.

(v) After commencement, such construction or work shall be prosecuted with commercially reasonable due diligence to its completion.

(b) **Mechanic's and Materialmen's Liens.** Tenant shall have no right, authority or power to bind the Development Authority or Landlord or any interest of the Development Authority or Landlord in the Premises for any claim for labor or for material or for any other charge or expense incurred in constructing any improvements or performing any alteration, renovation, repair, refurbishment or other work with regard thereto, nor to render the Development Authority's or Landlord's interest in the Premises liable for any lien or right of lien for any labor, materials or other charge or expense incurred in connection therewith. Tenant shall not be considered the agent of the Development Authority or Landlord in the construction, erection or operation of any such improvements. If any liens or claims for labor or materials supplied or claimed to have been supplied to the Premises are filed, Tenant shall, within thirty

(30) days after the date that Tenant receives notice of such lien, cause, by payment, bonding, or otherwise, the release or discharge thereof.

7.4 **Tenant's Equipment Defined.**

The term "**Tenant's Equipment**" means all trade fixtures and personal property, including, without limitation, furnishings, furniture, equipment, sign faces, computers, computer related equipment on property, cabling, tubing, pneumatic tubing, safes, halon systems, security systems, communications equipment and other equipment or property useful to Tenant in its operations and for use in connection with the conduct of Tenant's business regardless of the manner in which they are installed.

7.5 **Ownership and Removal of Tenant's Equipment.**

Tenant's Equipment shall be solely the property of Tenant. Provided Tenant has not exercised its right to purchase the Premises on or before the expiration of the Term, within five (5) business days following the expiration or termination of the Term, Tenant shall remove all Tenant's Equipment from the Premises as provided in Section 16.9 below.

7.6 **Reserved.**

7.7 **Approval of Plans and Specifications.**

Notwithstanding anything herein to the contrary, Landlord acknowledges that Landlord has reviewed and approved Tenant's elevations, which elevations are attached hereto as **Exhibit "I"** (the "**Elevations**"). No other approvals of Landlord shall be required for the Improvements.

ARTICLE 8

Use, Maintenance and Repairs

8.1 **Use.**

Tenant shall use the Premises as a membership wholesale and retail general merchandise facility, which facility also may include, without limitation, a pharmacy, liquor sales, photo processing, butcher, deli and bakery services, optometry services, a tire sales and installation center, a propane sales and fueling center, a vehicle fueling facility, a car wash, related office space, and related parking and improvements ("**Tenant's Intended Use**") and, unless Tenant obtains Landlord's prior written consent, for no other purpose. Notwithstanding anything to the contrary provided in this Section 8.1, following the date on which the Land Bonds and the Subordinate Note (as each such term is defined in Section 16.29) have been fully repaid, Tenant shall have the right to use the Premises for any lawful purpose, subject to the other terms and conditions of this Lease and any Title Instruments, including, without limitation, Tenant's Intended Use, without the consent of Landlord. Tenant acknowledges that the above specification of "**Tenant's Intended Use**" means only that Landlord has no objection to the specified use, but that Landlord does not represent or warrant that such use complies with current

applicable laws or that such laws may not change. Furthermore, Tenant acknowledges that all such uses are subject to the terms and conditions of this Lease and the Title Instruments.

8.2 **Maintenance and Repairs.**

Tenant shall maintain, preserve and keep the Premises in good repair, working order and condition in accordance with sound commercial practice, ordinary wear and tear and damage due to casualty and condemnation excepted, and shall from time to time cause to be made all necessary and proper repairs, replacements and renewals thereof which are necessary to maintain the Premises in good working order; provided, however, Tenant shall have no obligation to cause to be maintained, preserved, repaired, replaced or rendered any element or unit of the Premises, the maintenance, repair, replacement or renewal of which, in the opinion of Tenant, becomes uneconomic to Tenant because of damage or destruction or obsolescence, or change in economic or business conditions, or change in government standards and regulations. For purposes of this Section 8.2, the "opinion of Tenant" shall be expressed to Landlord, the Development Authority and the Trustee by delivery of a certificate of an Authorized Sublessee Representative to the effect that the circumstances, situations or conditions described in this Section 8.2 exist to the extent that Tenant is not required to maintain any element or unit of the Premises.

Tenant's use and occupation of the Premises, and the condition thereof, shall, at Tenant's sole cost and expense, comply fully with all applicable laws and all Title Instruments, and any owner obligations under such applicable laws or Title Instruments. Without in any way limiting the foregoing provisions, Tenant shall comply with all laws relating to the Americans with Disabilities Act of 1990, as such act may be amended from time to time, and all regulations promulgated thereunder, as it affects the Premises now or hereafter in effect. Tenant shall obtain, maintain and comply with all required licenses and permits, both governmental and private, to use and operate the Premises for Tenant's Intended Use. Upon request of Landlord, Tenant shall provide to Landlord copies of all notices, reports and other communications exchanged with, or received from, Governmental Authorities prior to the date of such request and relating to any event wherein there is a breach of applicable law. Tenant shall reimburse Landlord for any and all penalties or fines imposed upon Landlord as a result of Tenant's failure to comply with its obligations under this paragraph. Tenant agrees that it will defend, indemnify and hold harmless the Landlord Indemnitees (as hereinafter defined) from and against any and all cost or expense caused by, incurred or resulting from Tenant's failure to comply with its obligations under this paragraph.

Landlord shall have no obligation to maintain or repair the Premises.

ARTICLE 9

Insurance and Indemnity

9.1 **Tenant's Insurance.**

During the Term, Tenant shall provide and maintain, at Tenant's sole expense, the following insurance:

(a) ISO causes of Loss – Special Form Coverage (formerly known as “all risk”) in amounts equal to the full replacement cost of the Premises and all buildings, structures, and improvements located thereon (including any additions in or changes in the Premises or such buildings, structures, or improvements, but excluding footings, foundations and excavations) as such value may be from time to time during the Term. Such insurance policies shall contain a one hundred percent (100%) replacement cost endorsement;

(b) commercial general liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Premises and all buildings, structures, and improvements located thereon and the adjoining streets, sidewalks and passageways, with primary limits of not less than TWO million dollars (\$2,000,000) with respect to bodily injury, property damage or death per occurrence, not less than FIVE million dollars (\$5,000,000) aggregate with a TEN million dollar (\$10,000,000) per occurrence and aggregate umbrella limit;

(c) workers’ compensation insurance or comparable insurance under applicable laws covering all persons employed in connection with any work done on or about the Premises or any building or structure thereon with respect to which claims for death or bodily injury could be asserted against the Development Authority, Landlord, Tenant or the Premises;

(d) contractual liability insurance sufficient to cover Tenant’s obligations hereunder;

(e) during construction and any subsequent restorations, alterations or changes in the Improvements that involve work costing in excess of One Hundred Thousand and No/100 Dollars (\$100,000.00), contingent liability and builder’s risk insurance insuring against claims of physical loss to buildings and building materials on the Premises and in transit caused by any of the perils insured against pursuant to Section 9.1(a) hereof in an amount not less than the full replacement cost thereof; and

(f) such other amounts and policies of insurance upon or with respect to the Premises, the buildings, structures, or other improvements located thereon, or the operation thereof as are at the time commonly obtained by prudent business operators in the case of property similar thereto, if reasonably requested by Landlord.

(g) In the event and to the extent that the Authority Lease shall require any insurance coverage not hereinbefore described and/or insurance coverage with limits higher than those hereinbefore described, Tenant at its sole cost and expense shall keep and maintain in force during and with respect to the Term all such insurance (both as to types of coverage and limits) as may be required of Landlord under the Authority Lease.

9.2 **Tenant’s Other Insurance Requirements.**

(a) All insurance policies provided for hereunder shall be issued by companies licensed to do business in the state where the Premises are located, which such companies shall have a Best’s Rating of not less than “B+” “VII” (or equivalent rating if such rating system is no longer used). Landlord, its successors and assigns and, for so long as the Authority Lease is in effect, the Development Authority, its successors and assigns, shall be named as loss payees on the “all risk” insurance policy described in Section 9.1(a) and Section

9.1(e) (as their respective interests may appear), in form acceptable to Landlord. Landlord, its successors and assigns, Landlord Leasehold Mortgagee, if any, and, for so long as the Authority Lease is in effect, the Development Authority, its successors and assigns, shall be named as additional insureds on all insurance in Section 9.1(b) (as their respective interests may appear), in form acceptable to Landlord. The above-referenced insurance in Section 9.1 shall be considered primary and non-contributory with, or secondary to, coverage provided by Landlord. Landlord shall not be required to prosecute any claim against or to contest any settlement proposed by, any insurer; provided, that Tenant may, at its expense, prosecute any such claim or contest any such settlement, and in such event Tenant may bring such prosecution or contest in the name of Tenant, and Landlord will join therein at Tenant's expense and written request upon the receipt by Landlord of an indemnity from Tenant in form and substance reasonably satisfactory to Landlord against any and all costs, liabilities and expenses in connection with such prosecution or contest.

(b) All such insurance policies shall contain an agreement by the insurer that: (i) such policy shall not be canceled without the insurer endeavoring to provide the Development Authority and Landlord with the kind of notice that would be otherwise provided under the applicable ACORD certificate of insurance; (ii) any loss otherwise payable thereunder shall be payable notwithstanding any change in title or other ownership of the Premises; and (iii) such insurance shall not be impaired or invalidated by any act, failure to act or violation of declaration or condition in such policies by Tenant. Tenant shall submit to Landlord a certificate or certificates of insurance evidencing all the insurance coverage required hereunder at the time it executes this Lease demonstrating Tenant's full performance of its insurance obligations under this Lease, together with proof of premium payment, immediately following the execution of this Lease. Thereafter, Tenant shall submit to Landlord a certificate or certificates of insurance evidencing renewal policies with proof of premium payment at least thirty (30) days before the expiration of such policies. Landlord's receipt of information whether or not evidence of coverage, shall not affect the respective rights and duties of Landlord and Tenant as they are stated herein.

(c) Tenant shall have the right to have deductibles and/or self-insured retentions as it determines to be prudent, provided that Tenant shall not have a deductible or self-insured retention exceeding Fifty Thousand and No/100 Dollars (\$50,000.00) unless Tenant shall have the right to utilize Self-Insurance (as hereinafter defined). If Tenant (or its Affiliate (as hereinafter defined) that is providing the insurance) shall have a tangible net worth of greater than Five Hundred Million and No/100 Dollars (\$500,000,000.00), then Tenant shall have the right to satisfy any or all of its insurance obligations by means of self-insurance, including, without limitation, insurance provided by Affiliates of Tenant ("**Self-Insurance**"). "**Affiliate**" shall mean with respect to any specified entity, any other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the specified entity; and for the purposes of this definition, "control" (including the terms controlling, controlled by, or under common control with) means the possession, direct or indirect, or the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, partnership or member interests, by contract or otherwise. If Tenant elects to utilize Self-Insurance, the Landlord shall have the right to request evidence that Tenant satisfies the net worth requirement. If Tenant is a corporation with publicly traded securities or is otherwise required to file financial statements with the Securities

and Exchange Commission, the public filing of such financial statements shall be deemed to satisfy the requirement to provide evidence of such party's net worth. Alternatively, Tenant shall provide Landlord with a copy of its most current quarterly and annual financial reports, certified by an officer of the company. For purposes of the releases and mutual waiver of subrogation and claims provided for in Section 9.4, the amount of any deductible, self-insured retention or proceeds that would have been paid if Tenant had obtained the insurance required herein from a third party (as opposed to utilizing Self-Insurance) shall be deemed to be a part of the insurance proceeds obtained by Tenant. Tenant shall have no obligation to provide any certificates of insurance or memorandum of insurance, but shall, promptly upon written request by the other party, confirm that such party is exercising its right to use Self-Insurance.

(d) Landlord and Tenant recognize that, over time, the insurance industry changes the scope and nature of insurance coverage that is available on commercially reasonable terms and pricing. Accordingly, if a party endeavors in good faith, and by the exercise of commercially reasonable efforts, to obtain the kind of insurance required to be carried by the terms of this Lease, but cannot do so due to changes in the insurance industry that render the required scope and nature of insurance coverage unavailable or the cost is commercially unreasonable, then provided that such party obtains the best available coverage then generally available (no less broad than the coverage that would be available pursuant to ISO standard forms or any successor or replacement thereof) on commercially reasonable terms and pricing, such party shall not be in default of its obligations under this Lease. For a party to avail itself of the protection afforded by this Section 9.2(d), it shall have to provide prior written notice to the other party and the other party shall have a right to investigate whether such party is, in fact, not able to procure the required insurance on commercially reasonable terms and pricing due to industry-wide changes. The party seeking the protections of this Section 9.2(d) shall cooperate with the inquiry of the other party and provide the other party with a description of the efforts that such party engaged in to attempt to acquire the required insurance coverage. Notwithstanding the terms of this Section 9.2(d) or anything in this Lease to the contrary, Tenant, at its sole cost and expense, shall keep and maintain in force during and with respect all insurance (both as to types of coverage and limits) as may be required of Landlord under Section 6.4 of the Authority Lease.

9.3 **Compliance Certificate; Failure of Tenant to Maintain Insurance.**

(a) During the Term, Tenant shall furnish upon request to the Development Authority and Landlord a certificate of the Authorized Sublessee Representative executed by one of its officials or other evidence satisfactory to the Development Authority and Landlord that Tenant is in compliance with the insurance requirements of Section 6.4 of the Authority Lease. Tenant shall be deemed to satisfy its obligation to provide Landlord with evidence of Tenant's insurance by providing Landlord with on-demand access to Tenant's memorandum of insurance for the insurance coverages indicated thereon. As of the date hereof, Tenant's memorandum of insurance may be viewed at the following website address: www.marsh.com/moi?client=0847, and Tenant shall promptly furnish Landlord with any changes in said website address. Unless otherwise agreed, Landlord shall not have the right to review the Tenant's actual policy documentation.

(b) If Tenant fails to obtain or maintain any portion of the insurance during the Term, then Landlord may, following notice to Tenant and Tenant's failure to provide evidence of the required coverage within five (5) business days of Tenant's receipt of such notice, elect to purchase or maintain any or all of such insurance on Tenant's behalf, and Tenant shall pay as Additional Rent, upon demand, all costs incurred by Landlord in connection with such insurance. Notwithstanding the foregoing, if Landlord reasonably believes that a required coverage has lapsed or will lapse during the five (5) business day period, Landlord may elect to purchase or maintain any or all of such insurance on Tenant's behalf without first providing the notice contemplated above.

9.4 **Waiver of Subrogation.**

Notwithstanding any provision herein to the contrary, Tenant expressly releases Landlord and the Development Authority from, and waives any rights of recovery that it may have against Landlord and the Development Authority for, any and all liabilities and expenses for loss, damage or destruction of property resulting from perils (including negligent acts or omissions of such parties and their respective agents, employees, associates or invitees) covered by the insurance which Tenant is obligated to provide and maintain under this Lease (whether or not such insurance is actually maintained), and Tenant agrees that the company providing such insurance shall have no right of subrogation against Landlord or the Development Authority.

9.5 **Indemnification.**

Tenant agrees to pay, and to protect, indemnify and hold harmless Landlord, Development Authority, and their respective parent companies and any company or entity affiliated with Landlord or Development Authority, and their respective directors, officers, stockholders, partners, managers, joint venturers, employees, agents, attorneys, consultants, and their respective successors and assigns (each of the foregoing individually, a "**Landlord Indemnitee**" and collectively, the "**Landlord Indemnitees**") from and against any and all liabilities, losses, damages, costs, expenses (including, without implied limitation, all reasonable attorneys' fees and expenses of a Landlord Indemnitee), causes of action, suits, claims, demands or judgments of any nature whatsoever (collectively, "**Costs**"), arising from (a) any injury to, or the death of, any persons or any damage to property on the Premises or upon adjoining sidewalks, streets, or ways, or in any manner growing out of or connected with the use, non-use, condition or occupation of the Premises, any building, structure or other improvement located thereon, or any part thereof, or resulting from the condition thereof or of adjoining sidewalks, streets or ways; (b) violation by Tenant of any term or provision of this Lease; (c) violation by Tenant of any term or provision of the Authority Lease; (d) violation by Tenant of any contract or agreement to which Tenant is a party; and (e) violation by Tenant of any restriction, statute, law, ordinance or regulation, affecting the Premises or any building, structure or other improvement located thereon, or any part thereof or the ownership, occupancy or use thereof. The obligations of Tenant under this Section relating to events occurring during the Term shall survive the expiration or other termination of this Lease. The foregoing shall not be construed as an agreement by Tenant to indemnify Landlord against or from the negligence or willful acts of Landlord or Landlord's agents, servants, employees, or contractors.

ARTICLE 10

Casualty Loss

10.1 Restoration of Premises; Tenant's Rights.

If the Premises or any building, structure, or other improvement located thereon is damaged by fire, earthquake or other casualty, Tenant shall give immediate written notice thereof to Landlord. In the event that any damage to or destruction of the Premises or any building, structure, or other improvement located thereon shall occur, the provisions of the Authority Lease concerning damage or destruction shall apply, provided that regardless of whether the Authority Lease imposes an obligation on the lessee thereunder to repair or restore the Premises or any building, structure, or other improvement located thereon, Tenant shall promptly replace, repair, rebuild or restore the Premises to substantially the same or better condition than as existed prior to the event causing such damage, with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by Tenant and as will not impair the operating unity of the Premises or change its character to such an extent that its ownership by the Development Authority would not be permitted under the laws pursuant to which the Development Authority was created. Landlord shall have no liability to Tenant with respect to any such replacement, repair, rebuilding or restoration of the Premises. Subject to the provisions of the Authority Lease and the rights of any Subleasehold Mortgagee, insurance claims which arise by reason of damage to or destruction of any portion of the Premises or any building, structure, or other improvement located thereon, shall be adjusted by Tenant. Subject to the provisions of the Authority Lease and the rights of any Subleasehold Mortgagee, the entire amount of any proceeds paid pursuant to a claim shall be payable to Tenant and shall be utilized from time to time by Tenant for payment of the work of rebuilding, replacing and repairing the damage or destruction. If any proceeds of such insurance remain after final payment has been made by Tenant for such rebuilding, replacement and repair, such remaining proceeds shall be retained by Tenant. Rent under this Lease is absolute and shall not be abated or deferred upon any casualty and in no event shall this Lease terminate as a result of a casualty. Notwithstanding anything to the contrary provided in this Section 10.1, subject to the provisions of the Authority Lease and the rights of any Subleasehold Mortgagee, following the date on which the Land Bonds and the Subordinate Note have been fully repaid, provided Tenant razes the damaged Improvements and removes all debris resulting therefrom and provided, further, that all Rent reserved under this Lease for the remainder of the Term has been paid in full, Tenant, following a casualty, shall not be obligated to replace, repair, rebuild or restore the Premises as provided above.

ARTICLE 11

Condemnation

11.1 Condemnation.

In the event of any condemnation or sale in lieu thereof involving the Premises, the provisions of the Authority Lease shall govern as to the party entitled to receive the award payable in connection with such condemnation or sale in lieu thereof, and, subject to the rights of

any Subleasehold Mortgagee, Tenant shall be entitled to prosecute and settle all such claims and negotiate and receive all condemnation awards as if Tenant held the Development Authority's title and Landlord's leasehold title to the Premises, in addition to Tenant's subleasehold title. Tenant shall not be entitled to any rent abatements with respect to any condemnation or sale in lieu thereof whether such taking is of the entire Premises or a portion thereof and whether such taking is temporary or permanent. In the event of the taking or condemnation by any competent authority of the whole or materially all of the Premises at any time during the Term (a "**Total Taking**"), Tenant shall promptly after a Total Taking, and in all events within sixty (60) days of a Total Taking, pay to Landlord any and all Rent reserved under this Lease for the remainder of the Term, and Tenant shall be entitled to keep any award in excess of the Rent reserved under this Lease for the remainder of the Term.

If the whole or any part of the Premises or of Tenant's interest under this Lease is taken or condemned by any competent authority for its temporary use or occupancy, (a) Tenant shall continue to pay, in the manner and at the times herein specified, the full amounts of the Base Rent and all Additional Rent, Impositions and other charges payable by Tenant hereunder, (b) this Lease shall continue and, (c) except only to the extent that Tenant may be prevented from so doing pursuant to the terms of the order of the condemning authority, Tenant shall perform and observe all of the other terms, covenants, conditions and obligations hereof upon the part of Tenant to be performed and observed as though such taking or condemnation had not occurred. In the event of any such temporary taking or condemnation, Tenant shall be entitled to receive the entire amount of any award made for such taking, whether paid by way of damages, rent or otherwise, unless such period of temporary use or occupancy shall extend to or beyond the expiration date of the Term of this Lease, in which case such award shall be apportioned between Landlord and Tenant as of such date of expiration of the Term.

ARTICLE 12

Assignment and Subletting

12.1 **Tenant Assignment and Subletting.**

Tenant shall not assign any of Tenant's interest in this Lease or sublet all or any part of the Premises or any building or structure, or any portion thereof, located thereon without the prior written consent of Landlord and the prior written consent of the Development Authority, which may be given or withheld in each party's sole discretion. If Landlord and the Development Authority consent to an assignment or sublease by Tenant, the original Tenant hereunder shall remain liable for the performance of all terms, covenants and conditions of this Lease notwithstanding such assignment or sublease. The foregoing obligation to obtain the prior written consent of Landlord and the prior written consent of the Development Authority in connection with an assignment of this Lease shall terminate upon the repayment in full of the Land Bonds and the Subordinate Note; provided, however, the original Tenant hereunder shall remain liable for the performance of all terms, covenants and conditions of this Lease. Notwithstanding the foregoing, Tenant shall have the right at any time to convey its leasehold interest in the Premises as security for any financing it procures without the consent of Landlord or the Development Authority.

12.2 Permitted Affiliate Assignment.

Notwithstanding the provisions of Section 12.1, Tenant shall have the right to assign its interest in this Lease, or sublet any portion of the Premises, to any entity which is an Affiliate of Costco Wholesale Corporation, a Washington Corporation (or its successors) without the prior consent of Landlord or the Development Authority, provided that such assignment is permitted under the Authority Lease without Development Authority consent or Development Authority consent is obtained by Tenant, and provided further that such entity agrees to be bound by the terms and conditions of this Lease. Tenant shall give Landlord and the Development Authority written notice of the effective date of such assignment or subletting as soon as practicable. In connection with any such assignment, Tenant shall continue to be jointly and severally liable with the assignee for the obligations of tenant pursuant to this Lease.

ARTICLE 13

Environmental Provisions

13.1 Definitions.

For purposes of this Lease the following terms shall have the following meanings:

(a) **“Environmental Laws”** means all environmental, hazardous waste or substance laws, issued by any Governmental Authorities and in effect as of the Effective Date regulating the use, ownership, occupancy or operation of the Premises or any portion thereof, or Tenant, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.), the Hazardous Substances Transportation Act (49 U.S.C. § 1802 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), as amended by the Hazardous and Solid Wastes Amendments of 1984, the Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Safe Drinking Water Act (42 U.S.C. § 300f et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Solid Waste Disposal Act (42 U.S.C. § 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.), the Radon and Indoor Air Quality Research Act (42 U.S.C. § 7401 note, et seq.), the Superfund Amendment Reauthorization Act of 1986 (42 U.S.C. § 9601 et seq.), the National Environmental Policy Act (42 U.S.C. § 4321 et seq.), and the Clean Water Act (33 U.S.C. § 1321 et seq.), and comparable state and local laws.

(b) **“Hazardous Substances”** means all (i) urea formaldehyde foam insulation and transformers or other equipment that contains dielectric fluid containing polychlorinated biphenyls, (ii) any solid, liquid, gaseous or thermal contaminant, including, without limitation, smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste, petroleum products or byproducts or fractions thereof, asbestos, asbestos containing materials, radioactive materials, PCBs, phosphates, lead or other heavy metals, chlorine, mold, radon gas and any indoor air contaminant prohibited, limited or regulated by any Environmental Laws, (iii) any solid or liquid wastes (including hazardous wastes), hazardous air pollutants, hazardous substances, hazardous chemical substances and mixtures, toxic substances, pollutants and

contaminants, as such terms are defined in any Environmental Law, and (iv) any other chemical, material or substance, the use or presence of which, or exposure to the use or presence of which, is prohibited, limited or regulated by any Environmental Laws.

(c) “**Remediate**” or “**Remediation**” shall mean the necessary actions to comply with applicable Environmental Law with respect to the unlawful presence of, or suspected discharge of, Hazardous Substances. Remediation may include, without limitation: environmental investigation, monitoring and sampling; installation, maintenance and removal of monitoring wells; removal, treatment, neutralization or containment of any Hazardous Substances; storage of excavated materials; and installation, maintenance, storage and removal of machinery and equipment used in connection with the Remediation.

13.2 **Landlord’s Representations, Warranties and Covenants.**

Landlord hereby represents, warrants and covenants as of the Effective Date that:

(a) Attached to this Lease as **Exhibit “G”** is a list of all reports or tests prepared for Landlord or in Landlord’s possession or control with respect to the compliance of the Premises with Environmental Laws or the presence or use of Hazardous Substances on the Premises. All such reports, correspondence and tests listed on **Exhibit “G”** have been provided to Tenant for Tenant’s review. Landlord has not waived, relinquished or released any of its legal or contractual rights with respect to the environmental condition of the Premises, including, without limitation, any claims for contribution or indemnity under statutory or common law.

(b) Except as disclosed in the reports listed on **Exhibit “G”**, Landlord warrants and represents that:

(i) To Landlord’s knowledge, the Premises does not contain and has not contained, any Hazardous Substance;

(ii) Neither Landlord nor, to Landlord’s knowledge, any prior owner, user or occupant of the Premises has conducted or authorized the generation, transportation, storage, treatment or disposal at or near or from the Premises of any Hazardous Substance;

(iii) There is no pending, or to Landlord’s knowledge threatened, litigation or proceeding before any court or any governmental or administrative agency in which any person or entity alleges the presence, release, threat of release, placement on, in or from the Premises or any adjacent property owned by or under the control of Landlord (“**Adjacent Property**”), or the generation, transportation, storage, treatment or disposal at the Premises or any Adjacent Property of any Hazardous Substance;

(iv) Landlord has not received any notice, and has no knowledge, that any Governmental Authority or employee or agent thereof is investigating or has determined or threatens to determine (i) the presence of, release or threat of release from or placement on, in or from the Premises or any Adjacent Property of

any Hazardous Substance, or (ii) the generation, transportation, storage, treatment or disposal at the Premises or any Adjacent Property of any Hazardous Substance;

(v) There are no actions, communications or agreements involving Landlord, or to which the Landlord is a party, with any Governmental Authority or agency (federal, state or local) or any private entity, including, without limitation, any prior owners of the Premises, relating in any way to the remediation, presence, release, threat of release or placement on, in or from the Premises or any Adjacent Property, or the generation, transportation, storage, treatment or disposal at the Premises or any Adjacent Property, of any Hazardous Substance;

(vi) To Landlord's knowledge, Landlord has owned the Premises in compliance with all Environmental Laws and has not incurred any liability under any Environmental Laws with respect to the Premises; and

(vii) Landlord has not placed any underground storage tanks on or removed any underground storage tanks from the Premises.

13.3 **Tenant's Representations, Warranties and Covenants.**

Tenant hereby represents, warrants and covenants that:

(a) Except in quantities permitted by applicable law and utilized in compliance with Environmental Laws, Tenant agrees that it will not use, handle, generate, treat, store or dispose of, or permit the use, handling, generation, treatment, storage or disposal of any Hazardous Substances in, on, under, around or above the Premises now or at any future time.

(b) If Tenant is in breach of any of its agreements set forth in this Section, Tenant, at its sole expense, shall take all action required, including Remediation of the Premises, to comply with the covenants herein or applicable Environmental Laws. Except to the extent arising directly out of the acts or omissions of Landlord, its agents, contractors, employees or tenants (other than Tenant) (the "**Landlord Parties**"), all reporting, investigation and/or remediation requirements under any Environmental Laws with respect to any and all releases of Hazardous Substances at, on, from or near the Premises that occur during the Term are the responsibility of Tenant. To the extent required under applicable Environmental Laws, Tenant promptly shall abate and Remediate any release that occurs during the Term in strict compliance with all Environmental Laws and to the written satisfaction of the applicable Governmental Authority to be evidenced by the issuance of a "no further action" letter or similar certification from the applicable Governmental Authority certifying that no further investigative or corrective actions are required of Tenant with respect to the Premises (a "**NFA**"), if such NFA is customarily issued by or otherwise obtainable from the applicable Governmental Authority. Tenant shall provide to Landlord all material written correspondence and other material reports and information provided to, or received from, the applicable Governmental Authority or otherwise obtained or given in connection with the NFA and Remediation. Notwithstanding anything in this Lease to the contrary, if Tenant is responsible for Remediation under this Section 13.3(b), Tenant at its sole cost and expense, will be obligated to remove such portion of the

Improvements and Tenant's Equipment from the Premises as is required to obtain the NFA, and Tenant will promptly repair any damage to the Premises that is caused by the performance of Remediation. Notwithstanding anything contained herein to the contrary, Tenant shall not be in default hereunder for a de minimis release provided that Tenant shall remain responsible for any Remediation required by any Governmental Authority for any such de minimis release.

(c) Except to the extent arising directly out of the acts or omissions of the Landlord Parties, as between Landlord and Tenant, and only for purposes of responsibility between the two of them, Hazardous Substances at, on or under the Premises shall be the responsibility of Tenant, including without limitation, at Tenant's sole cost (i) permitting, reporting, assessment, testing, investigation, treatment, removal, Remediation, transportation and disposal of Hazardous Substance at, on, under or from the Premises if, and to the extent, required by Environmental Laws; (ii) damages, costs, expenditures and claims for injury to persons, property, the Premises and surrounding air, land, surface water, and ground water resulting from Hazardous Substances at, on, under or from the Premises; (iii) claims by any Governmental Authority or third party associated with injury to surrounding air, land, surface water and ground water or other damage resulting from Hazardous Substances at, on, under or from the Premises; (iv) damages for injury to the buildings, fixtures, appurtenances, equipment and other personal property of Landlord to the extent caused by Hazardous Substances at, on or under the Premises; (v) fines, costs, fees, assessments, taxes, orders, directives or any other requirements imposed by any Governmental Authority asserting jurisdiction, or under any Environmental Laws with respect to Hazardous Substances at, on or under the Premises; (vi) damages, costs and expenditures for injury to natural resources to the extent caused by Hazardous Substances at, on or under the Premises; (vii) compliance with Environmental Laws regarding the use, storage, handling, transportation, release, disposal, dispensing or sale of Hazardous Substances or ASTs, USTs and storage tanks systems(s) at, on, under or from the Premises; and (viii) any other liability or obligation related to Hazardous Substances at, on or under the Premises. Landlord is not, and shall not be, required to incur any costs, fees (including attorney, consultant and expert witness fees) or expenses for environmental compliance, testing, investigation, assessment, Remediation or cleanup relating to Hazardous Substances at, on, under or from the Premises, except to the extent arising directly out of the acts or omissions of the Landlord Parties. If, and only if, Tenant fails to perform any assessment and/or Remediation required hereunder and as a result, Landlord, after notice to Tenant and a reasonable period for Tenant to perform, incurs any reasonable costs, expenses or fees relating to Hazardous Substances at the Premises or surrounding lands or surface water or ground water by reason of such failure on the part of Tenant, Tenant shall promptly reimburse Landlord for said reasonable costs, expenses or fees.

(d) Tenant shall, and does hereby, indemnify and hold harmless the Landlord Indemnitees from any and all Costs arising from or relating to (i) any breach by Tenant of its obligations under this Section or (ii) any Hazardous Substances in, on, under, around or above the Premises now or at any future time except to the extent arising directly out of the acts or omissions of the Landlord Parties. Nothing contained herein shall require Tenant to indemnify the Landlord Indemnitees for any claim or liability resulting from the Landlord's own actions, omissions, willful misconduct or negligence. Landlord shall provide Tenant with written notice within thirty (30) days after it becomes aware of any claim or matter which may be the subject of the indemnity in this Section 13.3(d). Landlord shall reasonably cooperate with Tenant in

connection with investigation, defense, litigation, and/or settlement of any claim which may become the subject of this Section 13.3(d).

(e) Landlord shall, and does hereby, indemnify and hold harmless Tenant and any Subleasehold Mortgagee and their respective directors, officers, stockholders, partners, managers, members, joint venturers, employees, agents, attorneys, consultants, contractors and successors and assigns (collectively, "**Tenant Indemnitees**"), from any and all Costs arising directly from the Landlord Parties' use, handling, generation, treatment, storage or disposal of any Hazardous Substances in, on, under, around or above the Premises now or at any future time. Nothing contained herein shall require Landlord to indemnify the Tenant Indemnitees for any claim or liability resulting from the Tenant's own actions, omissions, willful misconduct or negligence. Tenant shall provide Landlord with written notice within thirty (30) days after it becomes aware of any claim or matter which may be the subject of the indemnity in this Section 13.3(e). Tenant shall reasonably cooperate with Landlord in connection with investigation, defense, litigation, and/or settlement of any claim which may become the subject of this Section 13.3(e).

(f) Except in the event Tenant purchases the Property, not later than the earlier of (i) thirty (30) days prior to the expiration of the Term of this Lease or (ii) ninety (90) days after termination of its tenancy at the Premises, whichever may apply, (A) Tenant shall submit to Landlord (1) a copy of all of Tenant's records (except for any confidential, or attorney-client or work product privileged documents) relating to any Remediation required under this Section 13.3, (2) all records relating to the determination of the integrity and tightness of all ASTs, USTs and storage tank systems on the Premises, if any, and (3) a copy of the regulatory assessment required to be obtained by Tenant under the Georgia Underground Storage Tank regulations confirming that, as of the date of the end of Tenant's tenancy at the Premises, or as soon as reasonably practicable thereafter, any ASTs, USTs and storage tank systems left at the Premises comply with all Environmental Laws and (B) upon written notice from Landlord demanding that any ASTs, USTs and storage tank systems be removed by Tenant, Tenant agrees, at its sole cost and expense, to promptly and diligently conduct any site evaluation, investigation, tank closure inspections, and other necessary work to obtain a NFA for the Premises and to furnish Landlord with a copy of the closure report required to be prepared and submitted under the Georgia Underground Storage Tank Regulations. Except in the event Tenant purchases the Premises, if Landlord by written notice to Tenant demands that any ASTs, USTs and storage tank systems be removed by Tenant, and if Tenant fails within sixty (60) days of Landlord's notice to timely commence and thereafter diligently perform said removal to completion and cause to be issued and delivered to Landlord an NFA, Landlord shall have the right (but not the obligation) to remove such ASTs, USTs and storage tank systems, assess whether there are any releases of Hazardous Substances from the ASTs, USTs and storage tank systems that occurred prior to or during the Term of this Lease that violate any applicable Environmental Laws, Remediate any such releases if, and to the extent required under all Environmental Laws, and, if and to the extent available from the applicable Governmental Authority, obtain regulatory closure, including an NFA from the appropriate Governmental Authority, all at Tenant's sole expense, which Tenant hereby promises and covenants to pay promptly.

(g) The Provisions of this Section 13.3 shall survive expiration or termination of this Lease but nothing herein shall obligate Tenant for any Hazardous Substances placed or

released on the Premises after the date of expiration or termination of this Lease, except where done by Tenant, or Tenant's employees, contractors, agents, invitees, licensees, customers or sublessees.

ARTICLE 14

Warranty of Peaceful Possession

14.1 **Peaceful Possession.**

Landlord covenants that Tenant, on paying the Rent and performing and observing the covenants and agreements herein contained and provided to be performed by Tenant, shall and may peaceably and quietly have, hold, occupy, use and enjoy the Premises during the Term and may exercise all of its rights hereunder, subject only to the provisions of this Lease, the Authority Lease, the Title Instruments and applicable governmental laws, rules and regulations. Landlord agrees to warrant and forever defend Tenant's right to such occupancy, use and enjoyment and the title to the Premises against the claims of any and all persons whomsoever lawfully claiming the same, or any part thereof, by, through or under Landlord, but not otherwise, subject only to provisions of this Lease, the Authority Lease, the Title Instruments and all applicable governmental laws, rules and regulations.

ARTICLE 15

Default and Remedies

15.1 **Tenant's Default.**

Each of the following shall be deemed a "**Tenant's Default**" hereunder and a material breach of this Lease:

(a) If Tenant fails to pay any installment of Rent on the date upon which the same is due to be paid and such default continues for five (5) business days after Tenant is given a written notice specifying such default.

(b) If Tenant fails to keep, perform or observe any of the covenants, agreements, terms or provisions contained in this Lease that are to be kept or performed by Tenant other than with respect to payment of Rent or other liquidated sums of money and Tenant fails to commence and remedy the same within thirty (30) days after Tenant is given written notice specifying the same, or, if such default cannot reasonably be cured within thirty (30) days, then having so commenced to cure such default within such thirty (30) days, thereafter fails to proceed diligently and with continuity to remedy the same.

(c) If an involuntary petition is filed against Tenant under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import or if a receiver of Tenant, or of all or substantially all of the property of Tenant, is appointed without acquiescence, and such petition or appointment is not discharged or stayed within ninety (90) days after the happening of such event.

(d) If Tenant makes an assignment of its property for the benefit of creditors or files a voluntary petition under any bankruptcy or insolvency law, or seeks relief under any other law for the benefit of debtors.

(e) If, as a result of the acts or omissions of Tenant, Tenant causes an “Event of Default” (as defined in the Authority Lease) to exist under the Authority Lease (as evidenced by the declaration of such “Event of Default” by the Development Authority).

15.2 **Landlord’s Remedies.**

If a Tenant’s Default occurs and Tenant fails to cure such Tenant’s Default within five (5) business days following notice of such Tenant’s Default from Landlord (provided that if the Tenant’s Default also constitutes a default under the Authority Lease, such five (5) business day cure period shall only apply if such five (5) business day cure period is also available under the Authority Lease to cure the applicable Tenant’s Default), Landlord may, at any time thereafter and without waiving any other rights hereunder or available to Landlord at law or in equity (Landlord’s rights being cumulative), but subject to Section 16.8 below, do any one or more of the following:

(a) Landlord may terminate this Lease by giving Tenant written notice thereof, in which event this Lease and the leasehold estate hereby created and all interest of Tenant and all parties claiming by, through or under Tenant shall automatically terminate upon the effective date of such notice with the same force and effect and to the same extent as if the effective date of such notice were the day originally fixed in Article 2 for the expiration of the Term. Landlord, its agents or representatives, shall have the right, without further demand or notice, to re-enter and take possession of the Premises and remove all persons and property therefrom with process of law, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of Rent or existing breaches hereof. In the event of a termination, Tenant shall be liable to Landlord for damages in an amount equal to (i) all Base Rent reserved hereunder for the remainder of the stated Term, which shall not be discounted to present value, plus (ii) all expenses incurred by Landlord enforcing its rights hereunder, plus (iii) all amounts with respect to obligations of Tenant that accrued prior to the termination of the Lease by Landlord. Landlord and Tenant acknowledge and agree that the amount described in item (i) of the preceding sentence 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 impossible to ascertain and that the amount set forth above is a reasonable estimate thereof and is not a penalty.

(b) Landlord may terminate Tenant’s right to possession of the Premises and enjoyment of the rent, issues and profits therefrom without terminating this Lease or the leasehold estate created hereby, re-enter and take possession of the Premises and remove all persons and property therefrom with or without process of law, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of Rent or existing breaches hereof. If Landlord elects to proceed under this Section, it may at any time thereafter elect to terminate this Lease as provided in Section 15.2(a). In addition to the additional costs and expenses recoverable from Tenant pursuant to this Lease, including, without limitation, Section 15.2(c) and Section 15.2(d) below, Tenant shall be and remain liable for and shall pay to

Landlord at the address specified for notice to Landlord herein all Rent and other amounts payable to Landlord pursuant to the terms of this Lease which have accrued to the date of a Tenant's Default and as thereafter come due, notwithstanding any termination of Tenant's right of possession. Actions to collect amounts due by Tenant to Landlord as provided in this Section 15.2(b) may be brought (i) upon or after a Tenant's Default without the necessity of Landlord's waiting until expiration of the Term; (ii) from time to time on one or more occasions, without the necessity of Landlord's waiting until expiration of the Term; or (iii) such action may be brought at or after the end of the Term, in which event Landlord's cause of action to collect such amounts shall be deemed (for purposes of applying any applicable statute of limitations) to have accrued on the last day of such Term, and Tenant hereby waives any defense based on application of a statute of limitations with respect to an action brought by Landlord to recover such amounts, as long as such action is brought within the applicable limitation period as measured from the last day of the Term. Landlord may, but shall not be obligated to lease, manage and operate the Premises and collect the rents, issues and profits therefrom all for the account of Tenant, and shall credit to the satisfaction of Tenant's obligations hereunder the net rental thus received (after deducting therefrom all reasonable costs and expenses of repossessing, leasing, managing and operating the Premises). If the net rental so received by Landlord exceeds the amounts necessary to satisfy all of Tenant's obligations under this Lease, Landlord shall retain such excess and Tenant shall not be entitled to any such excess rental. In no event shall Landlord be liable for failure to so lease, manage or operate the Premises or collect the rentals due under any subleases and any such failure shall not reduce Tenant's liability hereunder.

(c) Following the occurrence of any Tenant's Default, Tenant shall also be liable for and shall pay to Landlord, in addition to any sum provided to be paid above: (i) reasonable costs and expenses incurred by Landlord to obtain possession of the Premises; (ii) the reasonable costs of removing, storing and/or disposing of Tenant's or any other occupant's property; (iii) the cost of making repairs and replacements required to be made by Tenant hereunder, and of performing all covenants of Tenant relating to the condition of the Premises; and (iv) all reasonable expenses actually incurred by Landlord in enforcing or defending Landlord's rights and/or remedies at law, equity or hereunder, including reasonable attorneys' fees actually incurred, litigation and court costs.

(d) Notwithstanding the foregoing provisions of this Section 15.2, if the existence of such Tenant's Default is being contested by arbitration or legal proceeding by Tenant, the time for curing such Tenant's Default, and Landlord's right to terminate this Lease if Tenant fails to cure such Tenant's Default, shall be stayed until ten (10) days after the first to occur of the rendering of a final and non-appealable decision or arbitration ruling, as applicable, with respect to such Tenant's Default or other resolution thereof

15.3 **Landlord's Default.**

Each of the following shall be deemed a "**Landlord's Default**" hereunder and a material breach of this Lease:

(a) If Landlord fails to keep, perform or observe any of the covenants, agreements, terms or provisions contained in this Lease that are to be kept or performed by Landlord and Landlord fails to commence and take such steps as are necessary to remedy the same within thirty (30) days after Landlord is given written notice specifying the same, or having so commenced, thereafter fails to proceed diligently and with continuity to remedy the same.

(b) If an involuntary petition is filed against Landlord under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import or if a receiver of Landlord, of all or substantially all of the property of Landlord, is appointed without acquiescence, and such petition or appointment is not discharged or stayed within ninety (90) days after the happening of such event.

(c) If Landlord makes an assignment of its property for the benefit of creditors or files a voluntary petition under any bankruptcy or insolvency law, or seeks relief under any other law for the benefit of debtors.

15.4 **Tenant's Remedies.**

If a Landlord's Default occurs, Tenant may, at any time thereafter prior to the curing thereof (a) seek equitable relief by temporary or permanent injunction or restraining order for such breach, including, without limitation, Section 14.1 hereof, or (b) exercise self-help rights to cure such default on Landlord's behalf (after applicable notice and cure) and all reasonably necessary incidental costs and expenses incurred in connection therewith, shall be payable by Landlord to Tenant within thirty (30) days following demand therefor by Tenant. In no event may Tenant terminate this Lease in the event of a Landlord's Default. In no event may Tenant offset any rent or other amounts payable to Landlord. In no event shall Landlord be liable for consequential, punitive, and/or indirect damages to Tenant.

15.5 **No Personal Liability.**

None of the persons comprising Landlord or Tenant (whether partners, members, shareholders, officers, directors, members, trustees, employees, beneficiaries or otherwise) shall ever be personally liable for any judgment obtained against the other for breach of any obligation hereunder.

ARTICLE 16

Miscellaneous

16.1 **Notices.**

Any notice provided for or permitted to be given hereunder (each a "**Notice**") must be in writing and may be given (i) by depositing the same in the United States mail or with

a reputable nationwide delivery service, addressed to the party to be notified, postage prepaid, and overnight, registered or certified with return receipt requested, or (ii) by delivering the same in person to such party. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee, as evidenced by the executed postal receipt or other receipt for delivery. For purposes of notice the addresses of the parties hereto shall, until changed, be as follows:

Landlord: EPPS BRIDGE CENTRE II CWC, L.L.C.
6445 Powers Ferry Road, Suite 120
Atlanta, Georgia 30339
Attn: Frank M. Bishop

With a copy to: Wilson, Brock & Irby, LLC
2849 Paces Ferry Road, Suite 700
Atlanta, Georgia 30339
Attn: J. Parker Gilbert

Tenant: Costco Wholesale Corporation
999 Lake Drive
Issaquah, Washington 98027
Attention: Property Management (Legal Dept.)

With a copy to: Costco Wholesale Corporation
45940 Horseshoe Drive, Suite 150
Sterling, Virginia 20166
Attention: Corporate Counsel

The parties hereto shall have the right from time to time to change their respective addresses for purposes of notice hereunder to any other location within the United States by giving a notice to such effect in accordance with the provisions of this Section. Notices may be sent by the parties' respective counsel.

16.2 **Modification and Non-Waiver.**

No variations, modifications or changes herein or hereof shall be binding upon any party hereto unless set forth in writing executed by both parties hereto. No waiver by either party of any breach or default of any term, condition or provision hereof, including without limitation the acceptance by Landlord of any Rent at any time or in any manner other than as herein provided, shall be deemed a waiver of any other or subsequent breaches or defaults of any kind, character or description under any circumstance. Landlord may accept any partial check or payment without prejudice to Landlord's right to recover the balance due and without such acceptance constituting a waiver of Tenant's failure to make complete payment. No waiver of any breach or default of any term, condition or provision hereof shall be implied from any action of any party, and any such waiver, to be effective, shall be set out in a written instrument signed by the waiving party.

16.3 **Governing Law.**

This Lease shall be construed and enforced in accordance with the laws of the State of Georgia, without reference to its principles regarding conflicts of laws.

16.4 **Number and Gender; Caption; References.**

Pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations, companies, and associations of every kind and character, and the singular shall include the plural wherever and as often as may be appropriate. Article and section headings in this Lease are for convenience of reference and shall not affect the construction or interpretation of this Lease. Whenever the terms “hereof,” “hereby,” “herein” or words of similar import are used in this Lease they shall be construed as referring to this Lease in its entirety rather than to a particular section or provision, unless the context specifically indicates to the contrary. Any reference to a particular “Article” or “Section” shall be construed as referring to the indicated article or section of this Lease (except where any such term is used in reference to the Authority Lease). Whenever placed before one or more items, the words “include,” “includes,” and “including” shall mean considered as part of a larger group, and not limited to the item(s) recited.

16.5 **Estoppel Certificate.**

Landlord and Tenant shall execute and deliver to each other, within twenty (20) days following written request therefor by the other party, a certificate addressed as indicated by the requesting party and stating to the best of its actual knowledge:

- (a) whether or not this Lease is in full force and effect;
- (b) whether or not this Lease has been modified or amended in any respect, and submitting copies of such modifications or amendments;
- (c) whether or not there are any existing defaults hereunder known to the party executing the certificate, and specifying the nature thereof;
- (d) whether or not any particular article, section or provision of this Lease has been complied with; and
- (e) such other matters as may be reasonably requested.

16.6 **Exhibits.**

All exhibits and addenda attached hereto are incorporated herein for all purposes.

16.7 **Severability.**

If any provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, and the basis of the

bargain between the parties hereto is not destroyed or rendered ineffective thereby, the remainder of this Lease, or the application of such provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

16.8 Surrender of Premises; Holding Over.

Tenant shall quit and surrender the Premises at the expiration or earlier termination of this Lease. The Premises shall be broom clean, in good condition and repair, except for ordinary wear and tear, damage that is Landlord's responsibility to repair hereunder, damage by eminent domain, fire and other casualty (subject to Tenant's obligation to restore the Premises as set forth herein), and the Premises shall include all alterations, additions and improvements unless Tenant is required to remove them pursuant to the terms of this Lease. Notwithstanding anything to the contrary contained in this Lease, the Term shall be automatically extended through the date of closing of Tenant's purchase of the Premises, pursuant to Section 16.29 or Section 16.31 hereof; provided, however, in no event shall the Term of this Lease be extended later than the date which is (i) forty-five (45) days after the scheduled expiration of the Term of this Lease, in the case of a closing of Tenant's purchase of the Premises pursuant to Section 16.29 hereof, or (ii) the closing date set forth in the written notice by Landlord to Tenant stating that Landlord and the Development Authority are prepared to consummate the necessary transactions required to effect Tenant's acquisition of the Premises pursuant to Section 16.31 hereof. If the scheduled expiration of the Term of this Lease is so extended through the date of closing of Tenant's purchase of the Premises, commencing at the expiration or earlier termination of this Lease, there shall be no Base Rent payable by Tenant, but Tenant's occupancy through the date the purchase is closed shall otherwise be on the same terms and conditions as herein provided, including the payment of Additional Rent. Notwithstanding anything in this Lease to the contrary, if Tenant fails to purchase the Premises pursuant to Section 16.29 or Section 16.31 hereof, Tenant shall be responsible for ad valorem taxes with respect to the Premises, if any, applicable to periods from and after the date the Development Authority ceases to own fee simple title to the Premises.

16.9 Obligation to Remove Equipment.

If the Term of this Lease (as same may be extended pursuant to Section 16.8 above) expires without Tenant having purchased the Premises pursuant to Section 16.29, Section 16.30 or Section 16.31 hereof, then upon the surrender of the Premises to Landlord, Tenant agrees to:

- (a) cause all of Tenant's Equipment, to be removed from the Premises;
- (b) in connection with Tenant's removal of Tenant's Equipment, Tenant agrees to do the following as may be necessary in order to surrender Tenant's Building in a safe condition and to satisfy any applicable code requirements: (i) "cap off" (either at the wall, ceiling or floor, as appropriate) all electrical wiring and other utility supply lines (e.g., coolant lines) servicing any such equipment (specifically excluding, however, all fire sprinkler lines which will not be moved or altered except to the extent necessary to preserve the structural integrity of such lines as they may be affected by the removal of any merchandise racking and other personal property), and (ii) in those instances where any such equipment was anchored to

the floor, cause any anchoring bolts or similar connectors to be ground down flush with the flooring; and

(c) in connection with any fuel facility, including any ASTs, USTs and storage tanks systems(s), upon demand by Landlord, Tenant shall remove all fuel tanks, product piping, fuel dispensers and other equipment, and shall backfill any areas from which the fuel tanks were removed, but shall not be obligated to remove the canopy, columns, kiosk or curbing in the Fuel Facility area, and any such removal shall be performed in accordance with the terms of this Lease, including, without limitation, Section 13.3(f) and in compliance with all applicable laws.

16.10 No Obligation to Repair.

Except as expressly provided for in Section 16.9 and this Section 16.10, Tenant shall not be responsible to (a) remove any other fixtures or personal property, (b) level the floor slab (and Landlord hereby expressly acknowledges that upon removal of Tenant's equipment there will be holes, channels and differences in grade between the former location of equipment and the floor slab); (c) replace any capital items, including, without limitation, any HVAC equipment, electrical panels, roof, windows or skylights, which may be or may become dysfunctional prior to delivery of possession of the Premises to Landlord; or (d) perform any other repairs or make any improvements to the Premises, provided, however, that Tenant shall be responsible for all of the foregoing to the extent required by applicable law or any Title Instruments, and Tenant hereby agrees to defend, indemnify and hold harmless the Landlord Indemnitees from and against any and all cost or expense caused by, incurred or resulting from Tenant's failure to comply with its obligations under this Section.

16.11 Abandoned Equipment.

If Tenant does not purchase the Premises, and except with respect to Tenant's ASTs, USTs, and storage tank systems, which shall be removed by Tenant upon written demand from Landlord in accordance with Section 13.3(f), any Tenant Equipment not removed by Tenant within ten (10) business days following the expiration or sooner termination of this Lease or within a reasonable time thereafter (but in any event within thirty (30) days) shall be considered abandoned and Landlord may dispose of such property, in any manner as Landlord determines in its sole discretion without liability therefor to Tenant and at Tenant's sole cost and expense.

16.12 Relation of Parties.

Nothing in this Lease shall be construed to make Landlord and Tenant partners or joint venturers or to render either party hereto liable for any obligation of the other. No provision of this Lease nor any acts of the parties are other than in the relationship of landlord and tenant.

16.13 Force Majeure.

As used herein "**Force Majeure**" shall mean the occurrence of any event including, without limitation, strikes; lockouts; labor troubles; shortages of labor or materials

after due diligence in obtaining the same; unavailability or excessive price of fuel; power failure; riots; insurrection; civil disorder; war; terrorist acts; acts of the public enemy; fire or other casualty; condemnation; acts of God; pandemic; unusually adverse weather conditions in the locality of the Premises; governmental restrictions; temporary or permanent injunction or other court order (other than failure to obtain financing for, failure to refinance or cessation of disbursements under existing financing for, the purchase, construction, demolition, repair or ownership of the Land or Improvements), which prevents or delays the performance by Landlord or Tenant of any obligation imposed upon it hereunder (other than payment of Rent) and the prevention or cessation of which event is beyond the reasonable control of the obligor. If either party shall be delayed, hindered or prevented from performance of any of its obligations (other than to pay Rent) by reason of Force Majeure, the time for performance of such obligation shall be extended for the period of such delay, provided that the following requirements are complied with by such party (i) such party shall give written notice of such occurrence to the other party not more than five (5) business days after the cessation of the applicable event and (ii) such party shall diligently attempt to remove, resolve or otherwise eliminate such event, keep the other party advised with respect thereto, and commence performance of its obligations hereunder immediately upon such removal, resolution or elimination. Anything contained in or inferable from this Lease to the contrary notwithstanding, Tenant shall not be relieved by any event of Force Majeure from Tenant's obligations to pay Rent hereunder, nor shall the Term be extended thereby.

16.14 **Entire Agreement.**

This Lease constitutes the entire agreement of the parties hereto with respect to its subject matter, and all prior agreements with respect thereto are merged herein. Any other written agreements entered into between Landlord and Tenant of even date herewith are not, however, merged herein.

16.15 **Recordation.**

Landlord and Tenant will, at the request of the other, promptly execute a Memorandum of Lease and Option to Purchase substantially in the form of **Exhibit "F"** attached hereto, which shall be filed for record in the Office of the Clerk of Superior Court of Oconee County, Georgia.

16.16 **Successors and Assigns.**

This Lease shall constitute a real right and covenant running with the Premises, and, subject to the provisions hereof pertaining to Tenant's rights to assign, sublet or encumber, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever a reference is made herein to either party, such reference shall include the party's successors and assigns.

16.17 **Landlord's Joinder.**

Landlord agrees to join with Tenant in the execution of statutory notices of commencement and such applications for permits and licenses from any Governmental Authority as may be reasonably necessary or appropriate to effectuate the intents and purposes of this

Lease, provided that no such application shall constitute an encumbrance of or with respect to the Premises, and Landlord shall not incur or become liable for any obligation as a result thereof.

16.18 **No Third Parties Benefitted.**

The terms and provisions of this Lease are for the benefit of Landlord and Tenant, and except for the Development Authority, no third party is intended to benefit herefrom.

16.19 **Survival.**

All provisions of this Lease that expressly survive the termination of this Lease and any other provisions of this Lease that, by their nature, are intended to or reasonably should survive the termination of this Lease (including, but not limited to, any payment obligations, indemnification obligations, provisions relating to governing law, venue, and construction and/or interpretation of this Lease) shall survive the termination of this Lease.

16.20 **Landlord's Lien.**

Landlord hereby waives and releases any statutory or contractual landlord's lien with respect Tenant's Equipment now or hereafter located in the Premises.

16.21 **Transfer of Landlord's Interest; Exculpation.**

Landlord may freely transfer and/or mortgage its interest in the Premises (including its interest under the Authority Lease) and under this Lease from time to time and at any time, and the transferee or mortgagee (including any Landlord Leasehold Mortgagee) agrees to be bound by the provisions hereof (in the case of a mortgagee, such agreement being contingent upon the mortgagee actually succeeding to Landlord's interest in the Premises and hereunder by virtue of a foreclosure or conveyance in lieu thereof). For purposes of this Lease, a mortgage by Landlord or Landlord's successors or assigns of Landlord's interest in the Premises (including its interest under the Authority Lease) or under this Lease is referred to as a "**Landlord Leasehold Mortgage**" and the holder of any such Landlord Leasehold Mortgage is referred to as a "**Landlord Leasehold Mortgagee**".

THE TERM "LANDLORD" SHALL BE LIMITED TO MEAN AND INCLUDE FOR THE TIME BEING ONLY (I) TENANT OR LESSEE UNDER THE AUTHORITY LEASE OR (II) IN THE EVENT LANDLORD ACQUIRES THE INTEREST OF THE DEVELOPMENT AUTHORITY UNDER THE AUTHORITY LEASE OR OTHERWISE ACQUIRES FEE SIMPLE TITLE TO THE PREMISES, THE OWNER OF THE PREMISES, AND IN THE EVENT OF THE TRANSFER OF ITS INTEREST IN THE PREMISES, ANY SUCH LANDLORD SHALL THEREUPON BE RELEASED AND DISCHARGED FROM ALL COVENANTS AND OBLIGATIONS OF LANDLORD THEREAFTER ACCRUING (BUT NOT ANY OBLIGATIONS OR LIABILITY ARISING PRIOR TO THE TRANSFER), BUT SUCH COVENANTS AND OBLIGATIONS SHALL BE BINDING DURING THE TERM UPON EACH NEW LANDLORD FOR THE DURATION OF SUCH PARTY'S INTEREST IN THE PREMISES. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS LEASE TO THE CONTRARY, TENANT SHALL LOOK SOLELY TO LANDLORD'S INTEREST IN

THE PREMISES AND NOT TO ANY OTHER OR SEPARATE BUSINESS OR NON-BUSINESS ASSETS OF LANDLORD, OR ANY PARTNER, STOCKHOLDER, MEMBER, OFFICERS, MANAGER, OR REPRESENTATIVE OF LANDLORD, FOR THE SATISFACTION OF ANY CLAIM BROUGHT BY TENANT AGAINST LANDLORD, AND IF LANDLORD SHALL FAIL TO PERFORM ANY COVENANT, TERM OR CONDITION OF THIS LEASE UPON LANDLORD'S PART TO BE PERFORMED, AND AS A CONSEQUENCE OF SUCH DEFAULT TENANT SHALL RECOVER A MONEY JUDGMENT AGAINST LANDLORD, SUCH JUDGMENT SHALL BE SATISFIED ONLY (I) OUT OF THE PROCEEDS OF SALE RECEIVED UPON LEVY AGAINST THE RIGHT, TITLE AND INTEREST OF LANDLORD IN THE PREMISES AND/OR (II) TO THE EXTENT NOT ENCUMBERED BY AN UNRELATED, THIRD PARTY SECURED CREDITOR, OUT OF THE RENTS, PROCEEDS, OR OTHER INCOMES RECEIVABLE BY LANDLORD FROM THE PREMISES. TENANT AGREES THAT IT WILL NOT SEEK ANY PERSONAL JUDGMENT AGAINST ANY CONSTITUENT MEMBER OF LANDLORD OR AGAINST ANY CONSTITUENT MEMBER OF ANY CONSTITUENT MEMBER OF LANDLORD FOR ANY DEFAULT BY LANDLORD UNDER THIS LEASE OR FOR ANY OTHER CLAIM ARISING FROM OR IN CONNECTION WITH THIS LEASE OR OTHERWISE. THIS SECTION DOES NOT LIMIT ANY OTHER LEASE PROVISION WHICH LIMITS LANDLORD'S LIABILITY.

16.22 **Landlord and Tenant Defined.**

The word "**Landlord**", as used in this Lease, shall include the original Landlord named in this Lease and all persons, natural or artificial, who at any time or from time to time during the Term succeed to the estate of Landlord in the Premises and the interest of Landlord under this Lease (but this sentence shall not modify the provisions of Section 16.18 above). The word "**Tenant**", as used in this Lease, shall include the original Tenant named in this Lease and all persons, natural or artificial, who at any time or from time to time during the Term succeed to the estate of Tenant in the Premises and the interest of Tenant under this Lease.

16.23 **Commissions and Fees.**

Landlord and Tenant each represent and warrant to the other that no real estate agent, broker or consultant was involved in negotiating the transaction contemplated in this Lease except The Shopping Center Group, LLC ("**TSCG**") and NWAP II, Inc. ("**NWAP**"). On the Effective Date, Landlord shall pay TSCG a commission of \$250,000.00 and NWAP a consulting fee in the amount of \$250,000.00. In the event any other claims for real estate commissions, fees or compensation (collectively "**Compensation**") arise in connection with this transaction, the party so incurring or causing such claims agrees to indemnify, defend and hold harmless the other party from any loss or damage, including attorneys' fees, which said other party suffers because of said claims.

16.24 **Authority.**

Landlord and Tenant hereby represent to the other that: (i) each has full right and authority to enter into this Lease, (iii) each person signing on behalf of Landlord and Tenant are authorized to do so, and (iv) the execution and delivery of this Lease by Landlord and

Tenant will not result in any breach of, or constitute a default under any mortgage, deed to secure debt, deed of trust, lease, loan, credit agreement, partnership agreement or other contract or instrument to which either Landlord or Tenant is a party or by which either such party may be bound.

16.25 Time of Essence; Time for Performance.

Time is of the essence of this Lease and each and all of its provisions in which payment of money or performance of an obligation is required. If the date for performance of any act, obligation or delivery of any notice under this Lease shall fall on a day other than a business day, then the date for such performance or delivery of such notice shall be postponed until the next business day. For purposes of this Lease, any references to “business days” shall be deemed to be references to normal working business days (i.e., Monday through Friday of each calendar week, exclusive of federal or state holidays or such other dates upon which nationally-chartered banks of the United States of America are not open for business) and the “close of business” shall be deemed to be 6:00 p.m., local time, in the county (or other political subdivision) in which the Premises are located.

16.26 Subordination Agreement.

Landlord shall deliver to Tenant a consent, subordination and attornment agreement, substantially in the form attached hereto as **Exhibit “H”** (the “**Subordination Agreement**”), subject to such commercially reasonable modifications (except that the Subordination Agreement shall, in all events, subordinate such Landlord Leasehold Mortgage to this Lease and Tenant’s rights hereunder), executed by Landlord and the holder of each Landlord Leasehold Mortgage existing as of the Effective Date. Tenant shall execute and deliver such Subordination Agreement, subject to such commercially reasonable modifications (except that the Subordination Agreement shall, in all events, subordinate such Landlord Leasehold Mortgage to this Lease and Tenant’s rights hereunder), with respect to any existing Landlord Leasehold Mortgage and Tenant shall further execute and deliver any subsequently requested Subordination Agreement within ten (10) business days following any such request as may from time to time be made by Landlord with respect to a subsequent Landlord Leasehold Mortgage, with all formalities required for recording in the land records where the Premises is located. Tenant or Landlord may record the Subordination Agreement, at its sole cost, at any time after receipt thereof.

16.27 Tenant’s Signage.

Tenant shall have the right to construct, install, maintain, repair and replace its standard sign package (as modified from time to time) on the Premises (including, without limitation those shown on the Elevations), to the maximum extent permitted by municipal and all other governmental controls including any variances sought by Tenant and subject to compliance and receipt of any necessary approvals under any Title Instruments.

16.28 Holidays.

If a date for performance by either party falls on a Saturday, Sunday or on a legal holiday, such date for performance shall instead be the next following business day.

16.29 **Option to Purchase the Premises.**

Tenant shall have, and is hereby granted, the option to purchase the Premises prior to the expiration of the Term of this Lease. To exercise such option, Tenant shall give written notice to Landlord and the Development Authority specifying the date of closing such purchase, which date shall be not less than forty-five (45) nor more than one hundred eighty (180) days from the date such notice is given. Upon receipt of such written notice, Landlord shall, as lessee under the Authority Lease, promptly exercise the option to purchase the Premises in Landlord's name, or in the name of Tenant as Landlord's designee, pursuant to Section 11.2 of the Authority Lease and shall make arrangements for the giving of the required notice of prepayment or surrender, as applicable, of the Series 2021 Bonds.

At the closing of any purchase pursuant to this Section 16.29, Landlord shall pay an amount of money which, when added to the funds in the Bond Fund (as defined in the Authority Lease), will be sufficient to retire and prepay all of the then outstanding Series 2021 Bonds at par, on the date specified by Landlord, as lessee under the Authority Lease, for such prepayment, including, without limitation, principal plus accrued interest thereon to said prepayment date (provided that if Landlord is the holder of all of the outstanding Series 2021 Bonds, it may pay such amounts by surrendering such Series 2021 Bonds to the Development Authority for cancellation), which shall be paid by Landlord to the Trustee.

The amount which shall be paid at the Closing of such purchase to Landlord, the Trustee and/or the Development Authority by Tenant in the event of its exercise of the option granted in this Section shall be the sum of the following:

(a) an amount of money equal to the outstanding principal amount of, and all accrued but unpaid interest under, the Oconee County Industrial Development Authority Taxable Revenue Bonds (Economic Development Project), Series 2022 (the "**Land Bonds**"), which shall be paid by the Tenant to the Development Authority; plus

(b) an amount of money equal to the outstanding principal amount of, and all accrued but unpaid interest under, that certain Oconee County Industrial Development Authority Subordinate Taxable Revenue Note (Economic Development Project), Series 2022 (the "**Subordinate Note**"), which shall be paid by the Tenant to the Development Authority; plus

(c) an amount of money equal to the sum of all accrued but unpaid Rent under this Lease for all periods prior to the date of closing, if any, plus the Rent reserved under this Lease for the remainder of the Term, which shall be paid by Tenant to Landlord and shall not be discounted to present value or otherwise reduced; plus

(d) the sum of ten dollars (\$10.00), which shall be paid by Tenant to Landlord.

Landlord shall be responsible for the amount of money equal to the Trustee's and the paying agents' unpaid fees and expenses (including reasonable attorney's fees, costs and expenses, if any) under the Indenture accrued and to accrue until such final payment and prepayment of the Series 2021 Bonds.

16.30 Mandatory Purchase of the Premises.

If the acquisition, construction, and installation of the Improvements is not completed on or before the Outside Tenant Completion Date, Tenant shall be obligated to purchase the Premises from Landlord or from the Development Authority (pursuant to designation made by Landlord under the Authority Lease) within seventy-five (75) days after the date of receipt of written notice from Landlord. The amount which shall be paid at the closing of such purchase to Landlord, the Trustee and/or the Development Authority by Tenant in the event of the mandatory purchase requirement described in this Section shall be the sum of the following:

(a) an amount of money equal to the Trustee's and the paying agents' unpaid fees and expenses (including reasonable attorney's fees, costs and expenses, if any) under the Indenture accrued and to accrue until such final payment and prepayment of the Series 2021 Bonds, which shall be paid by Tenant to the Trustee; plus

(b) an amount of money equal to the outstanding principal amount of, and all accrued but unpaid interest under, the Land Bonds, which shall be paid by Tenant to the Development Authority; plus

(c) an amount of money equal to the outstanding principal amount of, and all accrued but unpaid interest under, the Subordinate Note, which shall be paid by Tenant to the Development Authority; plus

(d) an amount of money equal to the sum of all accrued but unpaid Rent under this Lease for all periods prior to the date of closing, if any, plus the Rent reserved under this Lease for the remainder of the Term, which shall be paid by Tenant to Landlord and shall not be discounted to present value or otherwise reduced; plus

(e) an amount of money equal to the fees, costs and expenses of counsel and bond counsel of the Development Authority, which shall be paid to the applicable counsel.

At the closing of any purchase pursuant to this Section 16.30, Landlord shall pay an amount of money which, when added to the funds in the Bond Fund, will be sufficient to retire and prepay all of the then outstanding Series 2021 Bonds at par on the date specified by Landlord, as lessee under the Authority Lease, for such prepayment, including, without limitation, principal plus accrued interest thereon to said prepayment date (provided that if Landlord is the holder of all of the outstanding Series 2021 Bonds, it may pay such amounts by surrendering such Series 2021 Bonds to the Development Authority for cancellation), which shall be paid by Landlord to the Trustee.

If the acquisition, construction and installation of the Improvements is completed on or before the Outside Tenant Completion Date, as evidenced by the certification as provided in Section 7.1 hereof, then the obligation of Tenant to purchase the Premises under this Section shall thereupon terminate and be of no further force or effect.

Tenant acknowledges and agrees that this right of specific performance is appropriate and agrees that it will not oppose the granting of relief for such specific performance on the basis that Landlord has an adequate remedy at law.

16.31 Obligation to Purchase the Premises.

Tenant hereby agrees to purchase, and Landlord hereby agrees to sell to Tenant, the Premises for ten dollars (\$10.00) following (i) the scheduled expiration of the Term of this Lease, and (ii) either (a) the return to the Trustee of all the Series 2021 Bonds outstanding marked "Paid in Full" by the owners thereof (or by duly appointed attorney-in-fact of such owners) or (b) Payment in Full (as defined in the Authority Lease) by Landlord of the Series 2021 Bonds. Notwithstanding anything to the contrary contained herein, at any time subsequent to the scheduled expiration of the Term, upon written notice by the Landlord to the Tenant establishing a closing date not earlier than thirty (30) days after the scheduled expiration of the Term of this Lease and subject to the sale and conveyance of fee simple title to the Premises in accordance with Section 12.1 of the Authority Lease to Landlord (or directly to Tenant pursuant to designation made by Landlord under the Authority Lease), Landlord shall, upon receipt of the ten dollars (\$10.00) purchase price, deliver to the Tenant (or cause the Development Authority, by reason of Landlord's designation under the Authority Lease, to deliver to Tenant) those documents set forth in Section 16.32 hereof. At such closing pursuant to this Section 16.31, Tenant shall pay an amount of money equal to the sum of all accrued but unpaid Rent under this Lease for all periods prior to the date of closing, if any, plus the Rent reserved under this Lease for the remainder of the Term, which shall be paid by Tenant to Landlord and shall not be discounted to present value or otherwise reduced. The provisions of this Section 16.31 shall survive the expiration of the Term.

At the closing of the purchase pursuant to this Section 16.31, Landlord shall pay an amount of money which, when added to the funds in the Bond Fund (as defined in the Authority Lease), will be sufficient to retire and prepay all of the then outstanding Series 2021 Bonds at par, on the date specified by Landlord, as lessee under the Authority Lease, for such prepayment, including, without limitation, principal plus accrued interest thereon to said prepayment date (provided that if Landlord is the holder of all of the outstanding Series 2021 Bonds, it may pay such amounts by surrendering such Series 2021 Bonds to the Development Authority for cancellation), which shall be paid by Landlord to the Trustee.

16.32 Conveyance on Purchase.

At the closing of any purchase pursuant to Section 16.29, Section 16.30 or Section 16.31 hereof, subject to the simultaneous closing of the acquisition by Landlord of title to the Premises in accordance with the terms and conditions of the option to purchase under Section 11.2, Section 11.3 or Section 12.1, as the case may be, of the Authority Lease, Landlord shall upon receipt of the purchase price by it, deliver to Tenant a quit claim deed and other documents conveying title to the Premises subject to the matters of title described in Section 11.4 of the Authority Lease. Notwithstanding anything herein to the contrary, Landlord may, as is permitted by Sections 11.1, 11.2 and 11.3 of the Authority Lease, direct the Development Authority to convey title to the Premises to a designee, including Tenant, and Tenant hereby

agrees to accept such conveyance of title directly from the Development Authority and to cooperate with Landlord in effectuating such closing.

16.33 Income Tax Purposes.

Landlord and Tenant acknowledge and agree that this Lease shall not be treated as an operating lease for Federal and State income tax purposes, but instead shall be treated as a capital lease or financing arrangement, with Tenant being treated as the owner of the Premises solely for such purposes and as holding all incidents and attributes of ownership solely for such purposes.

16.34 Inspection of the Premises; Right of Access to the Premises.

Tenant agrees that Landlord, the Development Authority, the Trustee or any of their duly authorized agents shall have the right at all reasonable times during business hours and upon not less than forty-eight (48) hours prior written notice, and subject to any other terms, conditions, and limitations set forth in this Lease, to enter upon, examine and inspect the Premises, provided that such examination is performed in compliance with the safety policies of Tenant and does not result in any interference or prejudice to the operations of Tenant. Provided that Tenant is not in default hereunder, such inspection shall only be made with prior notice to Tenant and in the presence of an official of Tenant.

16.35 Compliance with Laws.

Tenant agrees that it will comply with any applicable law, ordinance, rule or regulation of any Governmental Authority with respect to its use of the Premises; provided, that, Tenant may contest the constitutionality or applicability of any such law, ordinance, rule or regulation and shall not be deemed in default hereunder for failure to comply therewith during the pendency of any such contest.

16.36 Resolution of Disputes.

Tenant agrees that it will respond to Landlord or the Development Authority within thirty (30) days after notice from Landlord or the Development Authority, as the case may be, of any dispute, lawsuit or lien relating in any way to the Premises and will cooperate fully with the Development Authority to resolve such dispute.

16.37 Information for Tax Valuation Purposes.

In order to permit the Oconee County Board of Assessors to fulfill its property valuation responsibility generally, Tenant agrees to promptly provide the Oconee County Board of Assessors with all such relevant information within the knowledge of Tenant as the Oconee County Board of Assessors may reasonably request, either directly or through or with the assistance of Landlord and the Development Authority, relating to the Premises and Tenant's interest therein, including without limitation financial information regarding Tenant's capital expenditures for the acquisition, construction and installation of improvements (including the Improvements).

16.38 **Incorporation of Authority Lease.**

The terms and conditions of the Authority Lease are incorporated into and made a part of this Lease only to the extent reference to same is herein expressly made.

16.39 **Interest.**

Except as otherwise specifically provided herein, any amounts due from one party to the other pursuant to the terms of this Lease, including amounts to be reimbursed one to the other, shall bear interest from the due date or the date the right to reimbursement accrues at the rate of eighteen percent (18%) per annum; provided, however, that such rate shall not exceed, in any event, the highest rate of interest which may be charged under applicable law without the creation of liability for penalties or rights of offset or creation of defenses. For purposes of interest calculations, the due date of amounts or the date the right to reimbursement accrues shall be deemed the date that it originally was owing but may have been disputed, as distinguished from the date of final settlement or the making of a judicial or arbitration award.

16.40 **Signatures; Counterparts.**

This Lease shall be executed only by a pen and ink signature, but may be delivered by email with a pdf attachment of a signed counterpart. It may be signed in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

16.41 **Attorneys' Fees.**

In any proceeding or controversy associated with or arising out of this Lease or a claimed or actual breach hereof, or in any proceeding to recover the possession of the Premises, the substantially prevailing party shall be entitled to recover from the other party as a part of the substantially prevailing party's costs, reasonable attorney's fees and court costs, the amount of which shall be fixed by the court or arbitrator and shall be made a part of any judgment rendered.

16.42 **Protection of Subleasehold Mortgagees.**

If Tenant, or Tenant's successors or assigns, shall mortgage this Lease (said mortgage, a "**Subleasehold Mortgage**" and the holder of such Subleasehold Mortgage a "**Subleasehold Mortgagee**"), then, in addition to such other agreements as are customarily provided by a Landlord to a Subleasehold Mortgagee in similar transactions, so long as any such Subleasehold Mortgage shall remain unsatisfied of record, the following provisions shall apply:

(a) **Consent.** No cancellation, surrender or modification of this Lease shall be effective as to any Subleasehold Mortgagee unless consented to in writing by such Subleasehold Mortgagee, except that such consent shall not be required with respect to a termination in accordance with Section 10.1 (upon casualty), Section 11.1 (upon condemnation), Section 16.30 (in connection with the mandatory purchase of the Premises) or Section 16.31 (in connection with the obligation to purchase the Premises). No party may terminate any recorded memorandum of this Lease without the written consent of all Subleasehold Mortgagees; provided, however, the written consent of all Subleasehold Mortgagees shall not be required to

terminate any recorded memorandum of this Lease in connection with a termination in accordance with Section 10.1, Section 11.1, Section 16.30 or Section 16.31.

(b) Notice of Default. Landlord, upon providing Tenant any Notice of (a) any Tenant's Default under this Lease, (b) a termination of this Lease, or (c) a matter on which Landlord may predicate or claim a default, shall at the same time provide a copy of such Notice to every Subleasehold Mortgagee of which Landlord has been provided notice. Landlord shall have no liability for the failure to give any such Notice, except that no such Notice by Landlord to Tenant shall be deemed to have been duly given unless and until a copy thereof has been so provided to every Subleasehold Mortgagee of which Landlord has been provided notice. From and after such Notice has been given to a Subleasehold Mortgagee, such Subleasehold Mortgagee shall have the same period, after the giving of such Notice upon it, for remedying any default or acts or omissions which are the subject matter of such Notice, or causing the same to be remedied, as is given Tenant after the giving of such Notice to Tenant, to remedy, commence remedying or cause to be remedied the defaults or acts or omissions which are specified in such Notice. Landlord shall accept such performance by or at the instigation of such Subleasehold Mortgagee as if the same had been done by Tenant. Tenant authorizes each Subleasehold Mortgagee to take any such action at such Subleasehold Mortgagee's option and does hereby authorize entry upon the Premises by the Subleasehold Mortgagee for such purpose.

(c) Notice to Subleasehold Mortgagee. Anything contained in this Lease to the contrary notwithstanding, if any Tenant's Default shall occur which entitles Landlord to terminate this Lease, Landlord shall have no right to terminate this Lease unless, following the expiration of the period of time given Tenant to cure such Tenant's Default or the act or omission which gave rise to such Tenant's Default, Landlord shall notify every Subleasehold Mortgagee of which Landlord has been provided notice of Landlord's intent to so terminate (a "**Notice of Intent to Terminate**") at least thirty (30) days in advance of the proposed effective date of such termination if the nature of such Tenant's Default is the failure to pay a sum of money to Landlord and at least ninety (90) days in advance of the proposed effective date of such termination in the event of any other Tenant's Default. No termination of this Lease shall occur under this Section 16.42(c) if, during such thirty (30) or ninety (90) day termination notice period, any Subleasehold Mortgagee shall:

(i) Notify Landlord of such Subleasehold Mortgagee's desire to nullify Landlord's Notice of Intent to Terminate; and

(ii) Pay or cause to be paid all Rent and other payments (i) then due and in arrears as specified in the Notice of Intent to Terminate to such Subleasehold Mortgagee and (ii) which become due during such thirty (30) or ninety (90) day period as and when they become due; and

(iii) Cure any Tenant's Default which is capable of being cured by such Subleasehold Mortgagee.

ARTICLE 17

Arbitration

17.1 Applicability.

All disputes, controversies, actions or claims (“**Claims**”) that (a) are between Landlord and Tenant or either’s present, former or future subsidiaries, parents, Affiliates, officers, managers, directors and/or employees, and (b) arise out of or relate to this Lease (including, without limitation, the provisions of Exhibit D), or its subject matter, interpretation, performance or enforcement, or relate to the Premises (including without limitation any tort or statutory claims) (“**Disputes**”) will be arbitrated under the Commercial Arbitration Rules of the American Arbitration Association (“**AAA**”), in Atlanta, Georgia, before one neutral arbitrator who shall be a member of the AAA’s Large Complex Case Panel. Any issues about the arbitrability of a Claim or Dispute will be determined by the arbitrator. Notwithstanding the above, Landlord or Tenant may bring court proceedings for Claims against each other or either’s present, former or future subsidiaries, parents, Affiliates, officers, managers, directors and/or employees: (i) solely as part of separate litigation commenced by an unrelated third party, (ii) if not first sought from the arbitrator, solely to obtain in the state or federal courts where the Premises are located, temporary or preliminary injunctive relief or other interim remedies pending conclusion of the arbitration, or (iii) if an entity that is not Landlord and Tenant or either’s present, former or future subsidiaries, parents, Affiliates, officers, managers, directors and/or employees is a necessary or indispensable party to such Dispute. In the case of contradiction between the provisions of this Section 17 and the Commercial Arbitration Rules of AAA, this Section shall prevail. The limitations on remedies described above may be deemed inoperative to the extent necessary to preserve the enforceability of the agreement to arbitrate. If any provision of this agreement to arbitrate is held invalid or unenforceable, it shall be so held to the minimum extent required by law and all other provisions shall remain valid and enforceable.

17.2 Agreement to Arbitrate.

Landlord and Tenant each covenant and agree that (i) these arbitration and dispute provisions are valid, and that it has freely and voluntarily accepted them as part of the negotiation of the Lease, (ii) it has given and received consideration for agreeing to arbitrate under these terms, (iii) it has had the opportunity to consult with counsel as to whether or not to agree to arbitration, (iv) it waives any Claim it may have to immunity from arbitration, (v) any defense to arbitrability or enforcement, including but not limited to sufficiency of notice, deficiencies in the proceeding and public policy concerns is waived if not raised in the arbitration proceeding or the first opportunity for appeal, and (vi) it consents to the enforcement and execution of any arbitration award, against it and any of its assets, subject to the terms of this Lease. If for any reason this agreement to arbitrate is held invalid or unenforceable with respect to any Claim or Dispute, then the exclusive forum for that Claim or Dispute will be the federal or state courts in which the Premises are located.

17.3 **Arbitration Process.**

All documents and information relevant to the Claim or Dispute in the possession of any party shall be made available to the other party not later than sixty (60) days after the demand for arbitration is served, and the arbitrator may permit such depositions or other discovery deemed necessary for a fair hearing. The arbitrator shall have the power to require discovery of third parties (including testimony and documents) to the fullest extent allowed by federal law or the laws of the state where the Premises is located. The hearing may not exceed two days. The arbitrator's award shall be rendered within 120 days of the demand. The arbitrator may award interim and final injunctive relief, specific performance and other equitable remedies to the extent permitted under this Lease. The arbitrator may award damages, including, but not limited to special, consequential, incidental and indirect damages, but may not award punitive, exemplary, treble or other enhanced damages or damages whether under contract, tort, statute, or any other basis for liability unless they are required by statute as determined by the arbitrator. The arbitrator in his or her discretion may award attorneys' fees and costs to the more prevailing party. Other parties may be joined as necessary to resolve a Dispute. No time limit herein is jurisdictional. Any award of the arbitrator (including awards of interim or final remedies) may be confirmed or enforced in any court having jurisdiction.

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IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed in their respective names and their respective seals to be hereunto affixed by their duly authorized representatives, all as of the Effective Date.

LANDLORD:

EPPS BRIDGE CENTRE II CWC, L.L.C.,
a Missouri limited liability company

By: OCONEE 316 ASSOCIATES, LLC, a Georgia
limited liability company

Its: Manager

By: Frank M. Bishop (Seal)
Name: Frank M. Bishop
Title: Manager

TENANT:

COSTCO WHOLESALE CORPORATION,
a Washington Corporation

By: _____
Name: _____
Title: _____

[SEAL]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed in their respective names and their respective seals to be hereunto affixed by their duly authorized representatives, all as of the Effective Date.

LANDLORD:

EPPS BRIDGE CENTRE II CWC, L.L.C.,
a Missouri limited liability company

By: OCONEE 316 ASSOCIATES, LLC, a Georgia
limited liability company

Its: Manager

By: _____ (Seal)

Name: Frank M. Bishop

Title: Manager

TENANT:

COSTCO WHOLESALE CORPORATION,
a Washington Corporation

By: Margaret C. McCulla

Name: Margaret C. McCulla

Title: Assistant Secretary

[SEAL]

EXHIBIT LIST

- “A” Legal Description of the Land
- “B” Site Plan
- “C” Rent Commencement Date Memorandum
- “D” Landlord’s Work
- “D-1” Approved Plans
- “D-2” Project Schedule
- “D-3” Form of Landlord’s Work Certification
- “D-4” Building Pad Certification
- “E” Title Instruments
- “F” Form of Memorandum of Lease and Option to Purchase
- “G” Environmental Reports
- “H” Subordination Agreement
- “I” Elevations

EXHIBIT A

LEGAL DESCRIPTION OF LAND

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN GEORGIA MILITIA DISTRICT 1331, OCONEE COUNTY GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE EAST SIDE OF THE MITERED INTERSECTION WITH THE NORTHERN RIGHT OF WAY OF OCONEE CONNECTOR HAVING A VARIABLE RIGHT OF WAY AND THE EASTERN RIGHT OF WAY LINE OF PLAZA PARKWAY AND THENCE RUN ALONG SAID MITER NORTH 52 DEGREES 37 MINUTES 16 SECONDS WEST A DISTANCE OF 92.82 FEET TO A 5/8-INCH REBAR SET ON SAID EASTERN RIGHT OF WAY; THENCE RUN ALONG SAID EASTERN RIGHT OF WAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 766.20 FEET, AN ARC DISTANCE OF 637.68 FEET TO A 5/8-INCH REBAR SET, WITH SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 39 DEGREES 13 MINUTES 18 SECONDS WEST, HAVING A CHORD DISTANCE OF 619.44 FEET; THENCE CONTINUE NORTH 63 DEGREES 03 MINUTES 52 SECONDS WEST A DISTANCE OF 144.93 FEET TO A 5/8-INCH REBAR SET; THENCE CONTINUE NORTH 63 DEGREES 03 MINUTES 52 SECONDS WEST A DISTANCE OF 107.00 FEET TO A 5/8-INCH REBAR SET; THENCE CONTINUE NORTH 63 DEGREES 03 MINUTES 52 SECONDS WEST A DISTANCE OF 157.25 FEET TO A 5/8-INCH REBAR SET; THENCE LEAVING SAID RIGHT OF WAY AND RUN NORTH 31 DEGREES 30 MINUTES 06 SECONDS EAST A DISTANCE OF 775.91 FEET TO A 3/4-INCH IRON ROD FOUND; THENCE SOUTH 69 DEGREES 12 MINUTES 16 SECONDS EAST A DISTANCE OF 551.57 FEET TO A 3/4-INCH IRON ROD FOUND; THENCE NORTH 24 DEGREES 00 MINUTES 44 SECONDS EAST A DISTANCE OF 181.52 FEET TO A 5/8-INCH REBAR SET; THENCE SOUTH 72 DEGREES 39 MINUTES 23 SECONDS EAST A DISTANCE OF 354.65 FEET TO A 5/8-INCH REBAR SET; THENCE SOUTH 17 DEGREES 20 MINUTES 37 SECONDS WEST A DISTANCE OF 462.83 FEET TO A PK NAIL SET; THENCE SOUTH 72 DEGREES 39 MINUTES 23 SECONDS EAST A DISTANCE OF 28.13 FEET TO A 5/8-INCH PK NAIL SET; THENCE SOUTH 17 DEGREES 20 MINUTES 37 SECONDS WEST A DISTANCE OF 254.17 FEET TO A PK NAIL SET; THENCE SOUTH 81 DEGREES 33 MINUTES 24 SECONDS EAST A DISTANCE OF 30.43 FEET TO A PK NAIL SET; THENCE SOUTH 17 DEGREES 02 MINUTES 46 SECONDS WEST A DISTANCE OF 208.44 FEET TO A PK NAIL SET; THENCE SOUTH 26 DEGREES 56 MINUTES 50 SECONDS WEST A DISTANCE OF 76.68 FEET TO A PK NAIL SET; THENCE SOUTH 62 DEGREES 20 MINUTES 38 SECONDS WEST A DISTANCE OF 18.89 FEET TO A 5/8-INCH REBAR SET; THENCE SOUTH 17 DEGREES 20 MINUTES 37 SECONDS WEST A DISTANCE OF 283.06 FEET TO A 5/8-INCH REBAR SET ON SAID NORTHERN RIGHT OF WAY; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1029.93 FEET, AN ARC DISTANCE OF 149.65 FEET TO A 5/8-INCH REBAR SET, WITH SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 88 DEGREES 37 MINUTES 45 SECONDS WEST, HAVING A CHORD DISTANCE OF 149.52 FEET WITH SAID REBAR SET BEING THE POINT OF BEGINNING.

SAID TRACT OR PARCEL TO CONTAIN 23.840 ACRES.

EXHIBIT B

SITE PLAN

[See Attached]



EXHIBIT C

RENT COMMENCEMENT DATE MEMORANDUM

Reference is made to that certain Lease Agreement (“**Lease**”) dated _____, 2022 between EPPS BRIDGE CENTRE II CWC, L.L.C. (“**Landlord**”), and Costco Wholesale Corporation (“**Tenant**”), whereby Landlord subleased to Tenant and Tenant subleased from Landlord certain premises containing 23.840 acres located at 5550 Parkway Boulevard in the 1331st District, G.M., Oconee County, Georgia (“**Premises**”).

Landlord and Tenant hereby acknowledge and agree that (i) the Rent Commencement Date is _____, 20__ and (ii) Base Rent, as calculated in accordance with Section 3.2 is \$ _____ per month (as all such capitalized terms are defined in the Lease).

IN WITNESS WHEREOF, this Rent Commencement Date Memorandum is executed this __ day of _____, 20__.

TENANT:

COSTCO WHOLESALE CORPORATION,
a Washington corporation

By: _____
Print Name: _____
Title: _____

LANDLORD:

EPPS BRIDGE CENTRE II CWC, L.L.C.,
a Missouri limited liability company

By: OCONEE 316 ASSOCIATES, LLC, a Georgia
limited liability company
Its: Manager

By: _____ (Seal)
Name: _____
Title: _____

EXHIBIT D

LANDLORD'S WORK

A. **Defined Terms**. In addition to the defined terms set forth in the Lease, the following terms used herein shall have the following meanings:

1. **“Approved Plans”** shall mean the detailed engineering drawings for Landlord’s Work, signed and sealed by a licensed professional that meet the general industry standard for constructability and can be accurately bid and constructed from, which Approved Plans are particularly described on Exhibit “D-1” attached hereto.

2. **“Finish Coat Work”** that portion of Landlord’s Work described as the “Finish Coat Work” in the Approved Plans.

3. The term **“laws”** shall have the same meaning given in the Lease, and in addition, to the extent not already included in such definition, shall mean all regulatory agency requirements having jurisdiction of the Premises, including but not limited to, building codes, regulations and ordinances in force and adopted by the local municipality, county and state building officials and applicable city, county and state building plumbing, fire, health, pollution, electrical, safety and other codes.

4. **“Project Schedule”** that certain schedule for completion of Landlord’s Work as agreed to by Landlord and Tenant a copy of which is attached hereto as Exhibit D-2.

5. **“Site Work”** that portion of Landlord’s Work described as the “Site Work” in the Approved Plans.

B. **Landlord’s Work**. Landlord shall be responsible for completing Landlord’s Work in accordance with the terms of the Lease, including this **Exhibit “D”**, and the Approved Plans. In the event Tenant requests changes to Landlord’s Work (or changes its plans such that Landlord’s Work is necessarily changed) at any time following the date hereof (each, a “Change Order”, and collectively, **“Change Orders”**), Landlord shall not be required to accept or approve any such Change Order, unless and until Landlord and Tenant agree in writing to the terms of such Change Order, including without limitation: (i) the scope of work under such Change Order, (ii) the change in the Project Schedule, and (iii) Tenant has provided Landlord with sufficient funds to cover the estimated cost of the Change Order and agrees to pay for any and all costs actually incurred by Landlord in excess of those initially budgeted by Landlord. Furthermore, Tenant hereby agrees to pay for any and all expenses relating to a requested Change Order, including, without limitation, any engineer, architect or other professional expenses associated with such Change Order, whether or not such Change Order is ultimately approved or agreed to. Landlord shall not be obligated to commence work relating to a Change Order unless and until such time as Landlord and Tenant have executed a written agreement agreeing to the terms of such Change Order executed by both Landlord and Tenant.

C. Miscellaneous

(a) Good and Workmanlike Manner; Temporary License. Landlord shall perform the Landlord's Work in a good and workmanlike manner in accordance with the (i) the Approved Plans, (ii) the terms and conditions of the Lease, (iii) all applicable approvals with respect to Landlord's Work; and (iv) subject to Excusable Delays, the Project Schedule (collectively, the "Development Documents"). This Exhibit is part of the Lease and is subject to all of its terms and conditions, including all definitions in the Lease.

(b) Payment of Project Costs. Landlord, at its sole cost and expense, shall cause all of the Project Costs to be timely paid, except as otherwise set forth in Section B above relating to Change Orders. "Project Costs" shall mean and refer to the aggregate costs associated with: (i) performing the Landlord's Work including, without limitation, all so-called "hard construction costs" and all design and engineering fees and other so-called "soft costs" related to the Landlord's Work; (ii) paying and/or satisfying all exactions, in-lieu fees or payments, impact fees, dedication or reservation requirements and any other fees or impositions made under any applicable laws or regulations that may be required or imposed in connection with the development and construction of Landlord's Work; (iii) procuring, posting, and/or maintaining any and all bonds, letters of credit or other form of security that might be required by any Governmental Authority in connection with the performance of the Landlord's Work; (iv) insurance premiums for insurance required under the Lease relative to the Landlord's Work; (v) preparing the Approved Plans, if necessary, associated with Landlord's Work; and (vi) conducting periodic on-site inspections and materials testing which may be required by applicable laws and the certification of the completion of Landlord's Work.

(c) Independent Contractor. Landlord's relation to Tenant in connection with Landlord's Work shall be that of an independent contractor, and neither Landlord nor any contractor, subcontractor or supplier shall be, or shall represent itself to be, an agent or employee of Tenant, and no person employed by Landlord or any contractor, subcontractor or supplier shall be, or shall represent itself to be, an agent or employee of Tenant or acting under the direction of Tenant.

(d) Ongoing Inspections. Tenant shall have the right to inspect or test any part of the Landlord's Work at any time, at Tenant's sole cost and expense; provided, however, Tenant agrees that any inspection of Landlord's Work occurring outside the boundaries of the Premises shall be limited to a visual inspection unless otherwise consented to by Landlord. Landlord agrees that Tenant may not take possession of the Premises until such time as the Site Work is substantially completed as set forth in Section 2.4 and that Tenant shall take possession of the Premises following Landlord's substantial completion of the Site Work for purposes of commencing construction of the Improvements. If any inspection or testing by or on behalf of Tenant reveals that some item is defective or not otherwise in compliance with one or more of the Development Documents (the "Defect"), then Tenant shall immediately notify Landlord and Landlord shall, at Landlord's expense without reimbursement from Tenant, promptly cause such Defect to be corrected and shall do so such that Landlord's Work is completed in accordance with the Project Schedule. Notwithstanding the foregoing, any inspection or testing by Tenant and any failure to reject or object to any of the Landlord's Work shall not constitute, nor be deemed to be evidence of, any approval by Tenant of the Landlord's Work, nor be deemed to be

a waiver by Tenant of, or a release of Landlord from, Landlord's obligation hereunder to construct and complete the Landlord's Work in accordance with the Development Documents, nor diminish or otherwise affect Tenant's right to rely upon the statements made in any certification given to Tenant with respect to the Landlord's Work.

(e) Intentionally Omitted.

(f) Landlord's Warranty. Landlord warrants to Tenant that all materials and equipment furnished in connection with the performance of Landlord's Work shall be of good quality and new unless otherwise specified or as set forth below, that all of Landlord's Work shall be of commercial quality, and that all materials and the Landlord's Work shall be in material conformance with the Development Documents. Any Landlord's Work not conforming to these requirements, may be considered a Defect by Tenant. Notwithstanding the above or any provision of the Lease to the contrary, Tenant acknowledges that not all of the materials on the Premises and/or used for Landlord's Work are new; there are existing materials on site which shall be used by Landlord, including soils. Tenant further acknowledges the environmental condition of the Premises, as more particularly set forth in the Lease, and nothing in this **Exhibit D** is intended to modify or limit Landlord's and Tenant's respective rights and obligations with regard to the environmental condition of the Premises as set forth in the Lease.

(g) Site Work Contractors. Landlord shall be responsible to assure that every contract Landlord enters into with a contractor for the performance of Landlord's Work or any portion thereof (individually, a "**Site Work Contractor**"; collectively, the "**Site Work Contractors**"), and every contract which a Site Work Contractor enters into with a subcontractor, provides for, among other things, all of the following:

- (i) Compliance with all applicable law;
- (ii) Completion of the portion of the Landlord's Work to which the contract pertains in accordance with the applicable commencement, interim milestone and completion dates set forth in the Project Schedule;
- (iii) Insurance coverage having the same limits and the same type, scope and requirements of coverage as is required of Landlord under this Exhibit D with respect to the portion of the Landlord's Work to which the contract pertains;
- (iv) The use of Landlord's standard forms of lien waivers (partial and full), as reasonably approved by Tenant.

(h) Coordination of Construction Activities. If any of Landlord's Work is scheduled to be performed after the acceptance of the Premises by Tenant, Landlord and Tenant agree to reasonably cooperate with each other: (i) to coordinate the work of the contractors performing the Landlord's Work with contractors employed by Tenant for construction of the Improvements; and (ii) in order that Landlord's Work shall be completed in a timely manner and in accordance with the Project Schedule, and at no unreasonable increase in cost to the other. Landlord shall have a representative on-site for day-to-day supervision throughout the entire period that the Landlord's Work is being performed, and with respect to such representative and to every successor representative designated by Landlord for such purpose, Landlord shall advise

the Tenant of the contact information of such representative. In no event shall Landlord or Tenant be expected or obligated to engage in any conduct that is in conflict with or violates any federal, state or local law, including without limitation the National Labor Relations Act or any of the regulations related thereto. Nothing contained herein shall be construed to require, and it is affirmatively stated that Tenant is not required, to use any particular contractor or to use union or nonunion labor.

(i) Landlord's Work Regulations. In accordance with the terms of the Lease, Landlord shall comply with all laws and commercially reasonable standards with respect to any outstanding construction work (including, without limitation, properly protected with lights and barricades and secured against accident, storm, theft and any other hazard). Following Tenant's commencement of its construction of the Improvements, staging for the construction of the Landlord's Work shall be located outside of the Premises until Landlord commences the Finish Coat Work at which time staging shall be coordinated in accordance with this Exhibit D. During Tenant's initial construction of the Improvements, except for the Finish Coat Work that may be commenced in accordance with Section 2.2 or in accordance with the Project Schedule, Landlord shall keep all portions of the Premises substantially free from and unobstructed by equipment, materials or supplies related to the Landlord's Work. During Landlord's performance of the Finish Coat Work, Tenant and Landlord shall coordinate to keep those specific portions of the Premises where the Finish Coat Work is being performed substantially free from and unobstructed by equipment, materials or supplies related to the Tenant's construction of the Improvements.

(j) Project Schedule. With respect to any component of Landlord's Work, in each event that an event of Excusable Delay alters any dates under the Project Schedule, Landlord shall provide Tenant with an updated Project Schedule no later than five (5) business days following the cessation of the event or circumstance constituting the event of Excusable Delay which shall be subject to Tenant's reasonable approval. The parties shall have the rights and remedies set forth in the Lease with respect to any such delays. At Tenant's request and in no instance more than once per month, Landlord shall provide Tenant with a report showing the status of each aspect of the Landlord's Work with reference to the applicable milestone and completion dates set forth in the Project Schedule.

(k) Completion of Landlord's Work. In accordance with Section 2.4, upon Landlord's substantial completion of Landlord's Work, Landlord shall deliver to Tenant the Final Application and Completion Evidence (as both terms are defined below). The date the Final Application and Completion Evidence are provided to Tenant and meet the requirements set forth in Section (q) below is referred to herein as the "**Landlord Work Completion Date.**" Landlord shall endeavor in good faith to give Tenant not less than ten (10) days' notice prior to delivery of the Final Application and Completion Evidence. Landlord's and Tenant's representatives will jointly inspect the condition of the Premises and prepare a punch list of work remaining to be done to render the Premises suitable for delivery to Tenant in the condition required by this Lease, in accordance with Section 2.4, including the timelines set forth therein. Landlord shall diligently and at its sole expense accomplish any such remaining punch list items in accordance with Section 2.4, including the timelines set forth therein.

(l) Substitute Performance. In addition to other rights and remedies available to Tenant under the Lease, if Tenant determines in its judgment, reasonably exercised, that the performance of one or more aspects of the Landlord's Work will not be completed by the Anticipated Delivery Date, Tenant may give notice of such determination to Landlord. If Landlord does not present to Tenant, within five (5) business days after receipt of such notice, evidence reasonably satisfactory to Tenant that the identified aspect or aspects of the Landlord's Work will be timely commenced and completed as required, Tenant (without prejudice to or limitation of its other rights and remedies), at its option at any time thereafter, but without being required to do so, may, if it determines that it is reasonably necessary to complete Landlord's Work on or before the Anticipated Delivery Date, go upon the land where any portion of the Landlord's Work is to be performed, take possession of any equipment, materials, tools and appliances owned or leased by Landlord thereon, finish all or any portion of the Landlord's Work by whatever method it may deem expedient, and perform such other acts as Tenant deems to be reasonably necessary or useful in connection with the same. In connection with the foregoing, Landlord hereby authorizes Tenant to enter the Premises to complete the construction of the Landlord's Work, to obtain any required or appropriate governmental approvals for the Landlord's Work, to pay any fees or other charges to any applicable governmental authority, and to take all other actions that Tenant deems to be necessary or appropriate in connection therewith. The expense incurred by Tenant in performing all of the foregoing shall be the responsibility of Landlord, and Tenant may draw upon the Security (as hereinafter defined) to pay for the costs, expenses and fees incurred by Tenant in performing Landlord's Work.

(m) Security for Landlord's Work. To further assure Tenant and Landlord that sufficient funds shall be available to pay the costs and expenses of the Landlord's Work, Tenant and Landlord agree as follows:

(i) Landlord shall provide the following as security for the performance of Landlord's obligations to perform and complete Landlord's Work; provided, however, Landlord's obligations shall not be limited to the amounts available from time to time under the Security. On the Effective Date, Landlord shall deliver to Tenant, to secure Landlord's obligation to complete Landlord's Work a Letter of Credit (herein also referred to as the "**Security**") to assure Tenant that Tenant will have available funds to complete Landlord's Work in an initial amount equal to \$1,353,197.50, which amount is equal to one hundred twenty-five percent (125%) of Landlord's estimate of the cost to complete Landlord's Work as of the Effective Date.

(ii) Neither Landlord, nor any successor or assign of Landlord, shall have any right to withdraw any funds from or otherwise reduce the amount of the Security except as specifically provided in this **Exhibit "D"** or as otherwise agreed to by the parties in writing.

(n) Reduction in Security Amount. Provided there is no default by Landlord under this Lease beyond any applicable notice and cure periods, Landlord may submit to Tenant, not more frequently than once a month, a written request for a reduction in the amount of the Security (an "**LOC Reduction Application**") for the portion of the Landlord's Work completed. Each LOC Reduction Application shall reasonably prove that the Security, as

reduced, equals or exceeds the sum of **125%** of the remaining costs of completion of Landlord's Work.

Each LOC Reduction Application shall be based on an agreed upon schedule of values, which allocates the cost of the Landlord's Work among the various portions of the Landlord's Work, and it shall be used as a basis for reviewing the LOC Reduction Application.

Tenant shall reasonably and in good faith either approve or disapprove the LOC Reduction Application, and shall notify Landlord of its decision with respect thereto within five (5) business days following its receipt of the LOC Reduction Application, including a complete set of the Payment Documentation. If Tenant approves the LOC Reduction Application and the corresponding Payment Documentation, Tenant shall promptly sign it and forward the LOC Reduction Application to Landlord and Issuer (as hereinafter defined). Under no circumstances shall the delivery of such LOC Reduction Application be deemed a novation of the Security. If Tenant disapproves the LOC Reduction Application and/or any part of the Payment Documentation, Tenant's notice to Landlord shall provide a reasonably detailed explanation of the good faith reason or reasons for the disapproval.

Tenant may withhold approval only with respect to such portions of Landlord's Work and/or amount that Tenant in good faith disapproves and for which such reasonably detailed explanation is provided and Tenant shall be deemed to have approved any or all other portions of the LOC Reduction Application. In the event a portion of the LOC Reduction Application is in good faith disapproved, Landlord may revise and resubmit the LOC Reduction Application to remove the amount that Tenant in good faith disputes, and reflect only the portion of the LOC Reduction Application which was not disapproved, in which event Tenant shall within five (5) business days approve the same.

As to any portion of an LOC Reduction Application that Tenant in good faith disapproves, the parties will make a good faith effort to resolve such dispute within five (5) business days. If Landlord, in response to such disapproval, performs work to address any portion of Landlord's Work which Tenant disapproved, Landlord may resubmit the LOC Reduction Application and Tenant shall respond in accordance with the timelines and procedure herein.

If Tenant has neither approved nor disapproved an LOC Reduction Application within five (5) business days after receipt thereof, Tenant shall be deemed to have disapproved the LOC Reduction Application, provided, however, if following the expiration of such five (5) day period, Landlord sends a second notice requesting approval, which notice prominently provides in all capital letters "THIS IS A SECOND NOTICE AND FAILURE TO RESPOND SHALL RESULT IN THE REQUEST BEING DEEMED APPROVED" and Tenant fails to approve nor disapprove an LOC Reduction Application within five (5) business days after receipt of such second notice, Tenant shall be deemed to have approved the LOC Reduction Application.

The LOC Reduction Application shall include the following documentation (collectively, the "**Payment Documentation**"):

(i) A signed certification of Landlord and Landlord's Engineer that the work, labor and materials for which payment is requested have been completed pursuant to the Approved Plans and applicable law and has been, together with a list of names and addresses of major subcontractors used in the work, labor and/or materials for which payment is requested. Such certificate shall be in the form of an Engineer's Certification of Contractor's Pay Request (Schedule of Values AIA Form Pay Request, or any successor form thereto approved by Tenant), and shall include, without limitation, an express acknowledgment and agreement by Landlord and Landlord's Engineer that Tenant shall be entitled to rely on, and is relying on, the truth and accuracy of the statements made in such certification;

(ii) With respect to work, labor and/or materials covered by the immediately preceding LOC Reduction Application, copies of sworn statements and/or partial or final lien waivers signed by each Site Work Contractor, and/or each of its major subcontractors performing such work or providing such labor or materials in connection with such work, stating (A) that such contractor and/or material subcontractor waives any lien or right to lien with respect to work, labor and/or materials for which payment has been received by such contractor and/or material subcontractor; and (B) the amount theretofore received by such contractor and/or material subcontractor, together with written evidence that such payments have been made;

(iii) With respect to work, labor and/or materials covered by the pending LOC Reduction Application, copies of sworn statements and/or conditional lien waivers signed by each Site Work Contractor and/or its major subcontractors performing all or a portion of such work or providing all or a portion of the labor or materials in connection with such work, stating (A) that such contractor or major subcontractor waives any lien or right to lien with respect to work, labor and/or materials for which payment has been received by such contractor or major subcontractor; and (B) the amount that such contractor or major subcontractor will have received following payment for work, labor and/or materials included in the present LOC Reduction Application; and

(iv) A recently dated title report or binder confirming that the Property is free and clear of all mechanics' liens or other encumbrances resulting from or in any way related to the performance of all or any portion of the Developer's Work, or if any are shown, that the same have been satisfied of record by payment or transfer of such liens or other encumbrances to bond in accordance with the applicable law of the jurisdiction in which the Property is located.

For purposes of the foregoing, a "major subcontractor" shall mean and refer to, as the case may be, a subcontractor or material supplier performing work or supplying materials in connection with the Landlord's Work having a value in excess of \$100,000.00.

Following Tenant's approval of the LOC Reduction Application (which approval shall include the review and approval of the completed work by Tenant's engineer and materials

tester) and satisfaction of foregoing conditions, Landlord shall either cause the Letter of Credit to be amended to reduce the amount of the Letter of Credit as contemplated in the LOC Reduction Application or provide a substitute Letter of Credit in the reduced amount.

(o) Tenant's Right to Draw on the Security. Tenant may, in its sole, but good faith discretion if it elects to complete Landlord's Work pursuant to Section (l) above, following five (5) days prior written notice to Landlord, draw down the Security, from time to time and at any time, upon submission to Issuer (as defined below) of a Request Package. For the purposes hereof, a "**Request Package**" shall mean (i) a statement by Tenant as to the amount of the Security that Tenant is requesting and (ii) an affidavit signed by an officer of Tenant, stating any one of the following to be true but only to the extent true:

- A. "Tenant has exercised its rights under the Lease to take over the performance of all or a specific designated component Landlord's Work, and the Letter of Credit (or portion thereof as Tenant is requesting be paid) represents the costs, expenses and fees actually incurred by Tenant in performing Landlord's Work (or portion thereof);" or
- B. "Landlord has filed, or had filed against it, a bankruptcy petition;" or
- C. "A receiver or trustee has taken possession or control of a substantial portion of Landlord's assets".

(p) Balancing. If the Security is at any time reasonably believed by Tenant to be less than an amount equal to one hundred twenty-five percent (125%) of the estimated cost to complete that portion of Landlord's Work which is not yet completed at such time, then Landlord shall not be able to draw down on the Security unless Landlord provides additional security, in form and substance as reasonably acceptable to Tenant, sufficient to increase the security to an amount equal to one hundred twenty-five percent (125%) of the estimated cost to complete that portion of Landlord's Work which is not yet completed at such time. In no event shall Landlord be entitled to reduce the Security except strictly in accordance with the terms of this Exhibit.

(q) Final Application. Following completion of all of Landlord's Work, Landlord shall submit to Tenant a final application (the "**Final Application**") reasonably evidencing the satisfaction of the following requirements (the "**Completion Evidence**"):

- (i) A signed certification of Landlord and Landlord's Engineer that all of Landlord's Work has been completed pursuant to the Approved Plans and applicable law. Such certificate shall be in substantially the form attached hereto as **Exhibit "D-3"**;
- (ii) Landlord provides Tenant with copies of final lien waivers and/or a final contractor's affidavit signed by the contractor, copies of final lien waivers signed by any major subcontractors performing Landlord's Work; and

- (iii) Title searches evidencing no liens having been filed with regard to Landlord's Work.

Tenant shall review and either approve or disapprove the Final Application and the Completion Evidence, and shall notify Landlord of its decision with respect thereto within five (5) business days following its receipt of the Final Application and all of the Completion Evidence, as provided in Section 2.4. If Tenant disapproves the Final Application and/or any part of the Completion Evidence, Tenant's notice to Landlord shall provide a reasonably detailed explanation of the reason or reasons for the disapproval and Landlord and Tenant shall proceed in accordance with Section 2.4 of the Lease as to such Final Application.

Tenant may withhold approval only with respect to such portions of Landlord's Work and/or amount that Tenant in good faith disapproves and for which such reasonably detailed explanation is provided and Tenant shall be deemed to have approved any or all other portions of the Final Application. In the event a portion of the Final Application is disapproved, Landlord may revise and resubmit the Final Application to remove the amount that Tenant disputes, and reflect only the portion of the Final Application which was not disapproved, in which event Tenant shall within five (5) business days approve the same.

As to any portion of a Final Application that Tenant disapproves, the parties will make a good faith effort to resolve such dispute within five (5) business days. If Landlord, in response to such disapproval, performs work to address any portion of Landlord's Work which Tenant disapproved, Landlord may resubmit the Final Application and Tenant shall respond in accordance with the timelines and procedure herein.

If Tenant has neither approved nor disapproved an Final Application within five (5) business days after receipt thereof, Tenant shall be deemed to have disapproved the Final Reduction Application, provided, however, if following the expiration of such five (5) day period, Landlord sends a second notice requesting approval, which notice prominently provides in all capital letters "THIS IS A SECOND NOTICE AND FAILURE TO RESPOND SHALL RESULT IN THE REQUEST BEING DEEMED APPROVED" and Tenant fails to approve or disapprove an Final Reduction Application within five (5) business days after receipt of such second notice, Tenant shall be deemed to have approved the Final Reduction Application. Until all portions of the Final Application are approved by Tenant (or deemed approved for failure of Tenant to timely respond in writing disapproving the Final Application and/or Completion Evidence), then notwithstanding anything contained in the Lease (including, without limitation, this Exhibit D), Landlord shall not be entitled to final payment in full of all remaining funds from the Security, provided that Landlord shall be entitled to payment with respect to any portion that is approved or deemed approved, as set forth above.

(r) Landlord Default. Tenant's sole remedy under this Exhibit D for Landlord's failure to timely complete Landlord's Work beyond any applicable notice and cure periods shall be to exercise its rights to self-help as set forth in Section (l), to draw on the Security as provided in Section (o) and to liquidated damages in accordance with Section (t), each as and to the extent applicable; provided, however in no event may Tenant terminate this Lease in the event of a default by Landlord.

(s) Letter of Credit. The following shall apply to the Letter of Credit posted as Security:

(i) The Letter of Credit shall be a clean, unconditional, irrevocable, non-documentary and transferable letter of credit issued by a commercial bank (the "**Issuer**") acceptable to Tenant (a) that is chartered under the laws of the United States, any State thereof or the District of Columbia, and which is insured by the Federal Deposit Insurance Corporation ("**FDIC**"), (b) whose long-term, unsecured and unsubordinated debt obligations are rated in the highest category by at least two (2) of Fitch Ratings Ltd. ("**Fitch**"), Moody's Investors Service, Inc. ("**Moody's**"), and Standard & Poor's Ratings Services ("**S&P**"), or their respective successors (collectively, the "**Rating Agencies**") (which currently means AAA from Fitch, AAA from Moody's and AAA from S&P); and (c) which has a short term deposit rating in the highest category from at least two (2) Rating Agencies (which currently means F1 from Fitch, P-1 from Moody's and A-I from S&P) (collectively, the "**LC Issuer Requirements**"). Without limitation, in the event that the Issuer is insolvent or is placed into receivership or conservatorship by the FDIC, or any successor or similar entity, or a trustee, receiver or liquidator is appointed for the Issuer, then, effective as of the date of such occurrence, the Letter of Credit shall be deemed to not meet the LC Issuer Requirements. If at any time the LC Issuer Requirements are not met, or if the financial condition of the Issuer changes in any other materially adverse manner as determined by Tenant in its sole discretion, then Landlord shall, within five (5) days of written notice from Tenant, deliver to Tenant a replacement Letter of Credit which meets the LC Issuer Requirements and all other requirements set forth herein. Landlord's failure to do so shall, notwithstanding anything in this Lease to the contrary, constitute a default for which there shall be no notice or grace periods being applicable thereto other than the aforesaid five (5) day period. Among other things, Tenant shall have the right under such circumstances to immediately, and without further notice to Landlord, present a draw under the Letter of Credit for payment and to hold the proceeds thereof. It is hereby expressly agreed that, notwithstanding anything herein to the contrary, Bank of America shall be deemed an acceptable Issuer.

(ii) The Letter of Credit shall be in a form reasonably acceptable to Tenant. Landlord shall maintain the Letter of Credit in favor of Tenant from the date of this Lease through the Landlord Work Completion Date.

(iii) The term of the initial Letter of Credit shall commence as of or prior to the date of delivery thereof to Tenant and shall expire no earlier than one (1) year from the date of issuance. The expiration date of the Letter of Credit shall be clearly stated on its face by month, day and year. The Letter of Credit shall be payable in immediately available funds in U.S. Dollars upon presentation by Tenant to Issuer of the Letter of Credit and by sight draft drawn on the Issuer, or any of Issuer's correspondent banks, wherever located. Without limiting the generality of the foregoing, the Letter of Credit shall be payable upon presentment

in any major metropolitan city (i.e., which has a SMSA population of at least one million (1,000,000) people) in the eastern United States of America).

(iv) The Letter of Credit shall be irrevocable for the term thereof and shall provide that it will be automatically renewed for successive periods of one (1) year each without any other action by Tenant or the Issuer through the period ending not less than forty-five (45) days following the Landlord Work Completion Date. The Issuer shall have the right not to renew such Letter of Credit by giving Notice to Tenant not less than ninety (90) days prior to the expiration thereof. The privilege of the Issuer not to renew such Letter of Credit shall not relieve Landlord of the obligation to maintain the Letter of Credit with Tenant through the date which is forty-five (45) days following the Landlord Work Completion Date. If the Letter of Credit will not be automatically renewed at the end of the then current term thereof, Landlord shall, at least sixty (60) days prior to the expiration of the Letter of Credit, deliver to Tenant a new Letter of Credit or an endorsement to the existing Letter of Credit which complies with the terms and conditions set forth herein, and any other evidence required by Tenant evidencing that the Letter of Credit has been renewed or replaced for a period of at least one (1) year (a "**Replacement Letter of Credit**"). Notwithstanding the preceding sentence, any Replacement Letter of Credit is not required to have an effective date sooner than the Expiry Date of the then existing Letter of Credit, it being the intent hereof that Landlord not be required to have two outstanding letters of credit at any one time. Each Replacement Letter of Credit shall also be deemed a "**Letter of Credit**" for purposes of this Lease. Except for the term thereof, each Replacement Letter of Credit shall be identical in form and content to the original Letter of Credit, or in other form reasonably acceptable to Tenant. If the Issuer gives notice that the Letter of Credit will not automatically renew and Landlord shall fail to renew or replace the Letter of Credit with a Replacement Letter of Credit on or before the deadline for such delivery, Tenant may present the Letter of Credit for payment, and retain, use and apply the proceeds thereof for any costs incurred by Tenant in performing the Landlord's Work as set forth in the Lease. Any remaining balance shall be returned to Landlord within thirty (30) days following the Landlord Work Completion Date.

(v) The use, application or retention of the proceeds of such draw or draws on the Letter of Credit, or any portion thereof, by Tenant shall not prevent Tenant from making any further draws upon any Letter of Credit or prevent Tenant from exercising any other right or remedy available under the Lease or applicable law and shall not operate as a limitation on any recovery to which Tenant may otherwise be entitled.

(vi) Landlord waives any right to require that Tenant pursue any other remedy or remedies, prior to or after Tenant's pursuing any draw under any Letter of Credit. In the event of a Landlord's Default under the Lease, Tenant shall have the right to enforce its rights, powers and remedies hereunder or under any other instrument now or hereafter evidencing, securing or otherwise relating to the transactions contemplated by the Lease, or with respect to the Letter of Credit, in

any order and on one or more occasions, all as Tenant shall determine, in their sole and absolute discretion, and all rights, powers and remedies available to Tenant in such event shall be non-exclusive and cumulative of all other rights, powers and remedies provided thereunder or hereunder or by law or in equity, and no exercise by Tenant of any such rights, powers or remedies shall constitute an election of remedies by Tenant or shall preclude the subsequent exercise by Tenant of any of the other rights, powers and remedies available to Tenant.

(vii) If Tenant at any time, or from time to time, requests any reasonably necessary change in the terms, conditions or provisions of the Letter of Credit, Landlord (at no cost or expense to Landlord) shall use commercially reasonable efforts to promptly cause such Letter of Credit to be so modified; provided, however, any such requested change shall be consistent with the terms and conditions set forth in this Section (s). In addition, Landlord (at no cost or expense to Landlord) shall cause the Letter of Credit to be amended from time to time upon written request of Tenant to change the address to which notices to Tenant are to be sent and/or to change the identity of persons or addresses to whom or which courtesy copies of notices to Tenant are to be sent. If the Letter of Credit is lost, mutilated, stolen or destroyed, Landlord (at no cost or expense to Landlord) shall cooperate with Tenant's efforts to cause the Issuer to cancel the lost, mutilated, stolen or destroyed letter of credit and to replace such Letter of Credit.

(viii) Landlord shall not assign or encumber the Letter of Credit, and any such purported assignment or encumbrance shall be void and of no effect.

(t) Liquidated Damages. IF LANDLORD FAILS TO FULLY COMPLETE ALL OF THE FINISH COAT WORK ON OR BEFORE THE ANTICIPATED FINISH COAT DELIVERY DATE (AS SUCH DATE MAY BE EXTENDED PURSUANT TO SECTION 2.5 OF THE LEASE), THEN COSTCO SHALL HAVE THE RIGHT TO RECOVER FROM LANDLORD, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, THE SUM OF TEN THOUSAND DOLLARS (\$10,000.00) FOR EACH DAY THEREAFTER UNTIL EITHER (i) THE DAY ALL OF THE FINISH COAT WORK SHALL HAVE BEEN COMPLETED OR (ii) THE DAY TENANT ELECTS TO PROCEED WITH COMPLETING THE FINISH COAT WORK AS PROVIDED HEREIN. THE PARTIES HERETO ACKNOWLEDGE THAT SUCH LIQUIDATED DAMAGES ARE FAIR AND REASONABLE IN LIGHT OF ALL THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS LEASE, INCLUDING THE PARTIES' ESTIMATION OF THE POSSIBLE RANGE OF DAMAGE TO COSTCO IN THE EVENT OF SUCH DEFAULT OR BREACH BY LANDLORD, IT BEING AGREED THAT THE DAMAGES TO COSTCO IN SUCH EVENT WOULD BE IMPOSSIBLE TO DETERMINE WITH ACCURACY AND THAT PROOF OF THE AMOUNT OF DAMAGES WOULD BE COSTLY AND INCONVENIENT.

(u) Insurance.

(a) Categories of Insurance Coverage. Landlord, at Landlord's cost and expense, shall acquire, before an exposure to loss may occur, and thereafter maintain, the following insurance coverage with respect to the Landlord's Work:

- (i) Workers' compensation insurance at the applicable statutory limits and employer's liability insurance with minimum limits of \$1,000,000.00 for all employees that are to be engaged in the performance of any aspect of the Landlord's Work.
- (ii) Commercial general liability insurance, naming Costco and Costco's officers, directors, shareholders, employees and agents (individually, a "**Related Party**"; collectively, the "**Related Parties**") as additional insureds by the issuance of the endorsements ISO CG 20 10 (10 01) and ISO CG 20 37 (10 01), covering all operations of Landlord in connection with its performance of contracted work. The commercial general liability insurance policy shall include coverage for liability arising from product/completed operations, premises, contractual liability for the indemnity and defense obligations provided in Section (v) of this **Exhibit "D"**, liability from claims for bodily injury or death, including personal injury and property damage with not less than \$5,000,000 each occurrence. Coverage shall be continued for at least one year after the Landlord Work Completion Date. Maintenance of insurance coverage for contractual liability respecting the indemnity set forth in Section (v) of this **Exhibit "D"** does not limit the indemnifying party's liability hereunder.
- (iii) Commercial auto liability insurance with a combined single limit of not less than \$5,000,000.00 for bodily injury and property damage liability. Such coverage shall be provided for owned, leased, non-owned and hired vehicles, if any, utilized in the performance of Landlord's Work.
- (iv) Builder's risk insurance on the improvements on the land which are part of Landlord's Work to be completed to the full insurable value thereof, including the interests of Costco, Landlord and any contractors, subcontractors and sub-subcontractors engaged in the performance of any portion of the Landlord's Work, and insuring against the perils of fire and extended coverage and including "all-risk" insurance for physical loss or damage (including, without duplication of coverage, theft, vandalism and malicious mischief).
- (v) Property insurance on all tools, equipment, and other personal property used during the performance of any portion of the Landlord's Work and on all materials and supplies not located at the Center.

Landlord shall furnish Costco with certificates showing that all insurance is being maintained as required herein before an exposure to loss may occur.

Limits set forth above can be met through any combination of primary and excess policies.

(v) Landlord's Indemnity. To the fullest extent permitted by law, Landlord shall indemnify, hold harmless and, if requested by Costco, defend Costco and each of the Related Parties from and against all liability, loss, claims, demands and suits, whatsoever, by whomsoever brought or alleged arising out of bodily injury to, or sickness or death of, any person, or property damage or destruction (including loss of use), which may be imposed upon, incurred by or asserted against Costco or one or more of the Related Parties, arising out of or resulting from the performance of the Landlord's Work, or from any breach of contract, misrepresentation, or breach of warranty, or any negligent act or omission, on the part of Landlord or of any of its agents, employees, contractors or subcontractors. This obligation to indemnify shall include reasonable attorney's fees, investigation costs, expert witness fees, and all other reasonable costs, expenses and liabilities related to the foregoing and incurred by Costco following the first notice to Costco that any claim or demand is to be made or may be made. The foregoing indemnity shall not extend to liability directly resulting from the breach by Costco of its obligations under this Agreement or the negligence of Costco or of one of the Related Parties.

(w) Tenant's Indemnity. To the fullest extent permitted by law, Tenant shall indemnify, hold harmless and, if requested by Landlord, defend Landlord and its officers, directors, shareholders, employees and agents from and against all liability, loss, claims, demands and suits, whatsoever, by whomsoever brought or alleged arising out of bodily injury to, or sickness or death of, any person, or property damage or destruction (including loss of use), which may be imposed upon, incurred by or asserted against Landlord or one or more of its officers, directors, shareholders, employees and agents, arising out of or resulting from the performance of Tenant's completion of the Improvements, or from any breach of contract, misrepresentation, or breach of warranty, or any negligent act or omission, on the part of Tenant or of any of its agents, employees, contractors or subcontractors. This obligation to indemnify shall include reasonable attorney's fees, investigation costs, expert witness fees, and all other reasonable costs, expenses and liabilities related to the foregoing and incurred by Landlord following the first notice to Landlord that any claim or demand is to be made or may be made. The foregoing indemnity shall not extend to liability directly resulting from breach by Landlord of its obligations under this Agreement or the negligence of Landlord or of one its officers, directors, shareholders, employees and agents.

(x) Damage to Landlord's Work. Tenant shall be responsible for any and all damage, including, but not limited to, repair and restoration, to any improvements on the Premises that are part of Landlord's Work, which damage is caused by the acts or omissions of Tenant's employees, contractors, subcontractors or other agents, utilizing such area after substantial completion thereof by Landlord.

(y) Non-Binding Construction Dispute Resolution Mechanism. In the event Landlord and Tenant dispute any component of Landlord's Work, including, without limitation, any dispute under Section 2.4, Section (n) of this Exhibit D or Section (q) of this Exhibit D, and Landlord and Tenant are unable (or appear to either party to be unable) to resolve any such dispute, either Landlord or Tenant may require that Landlord's Engineer and Tenant's engineer

meet as promptly as possible and work in good faith to resolve such dispute as promptly as possible, but in all events within five (5) business days of Landlord or Tenant's request that the dispute be resolved by Landlord's Engineer and Tenant's engineer. In the event that Landlord's Engineer and Tenant's engineer do not jointly agree on the resolution of such dispute within said five (5) business days, or they do agree and either Landlord or Tenant does not agree with their resolution, either Landlord or Tenant may elect to have the dispute resolved by arbitration pursuant to Article 17 of the Lease.

Exhibit D-1
Approved Plans
[See Attached]

**SITE WORK & FINISH COAT WORK PLANS
PREPARED BY HAINES GIPSON & ASSOCIATES, P.E.
DATED APRIL 2, 2021, LATEST REVISION DATED AUGUST 6, 2021
FOR
COSTCO AT EPPS BRIDGE CENTRE II
ATHENS, OCONEE COUNTY, GEORGIA**

Sheet No.	Description	Dated	Latest Revision Date
CS	Cover Sheet	4/2/2021	8/6/2021
RZ1.0	Rezoning Documents	4/2/2021	---
RZ1.1	Rezoning Documents	4/2/2021	5/11/2021
RZ1.2	Rezoning Documents	4/2/2021	5/11/2021
SU1.1	Final Plat	4/2/2021	---
SU1.2	Final Plat	4/2/2021	---
SU1.3	Final Plat	4/2/2021	---
SU2	Spot Elevation Survey	4/2/2021	---
SU3.1	As-Built Survey	4/2/2021	---
SU3.2	As-Built Survey	4/2/2021	---
SU3.3	As-Built Survey	4/2/2021	---
SP1.0	Overall Preliminary Site Plan	4/2/2021	5/26/2021
SP1.1	Preliminary Site Plan	4/2/2021	5/26/2021
C0.0	Demolition Plan	4/2/2021	---
C1.0	Overall Site Plan	4/2/2021	8/6/2021
C1.1	Site Plan	4/2/2021	8/6/2021
C1.2	Handicap Parking Site Plan	4/2/2021	5/11/2021
C1.3	Fuel Center Site Plan	4/2/2021	8/6/2021
C2.0	Overall Utility Plan	4/2/2021	8/6/2021
C2.1	Utility Plan	4/2/2021	8/6/2021
C3.0	Overall Grading Plan	4/2/2021	8/6/2021
C3.1	Grading Plan	4/2/2021	8/6/2021
C3.2	Handicap Parking Grading Plan	4/2/2021	5/11/2021
C3.3	Fuel Center Grading Plan	4/2/2021	8/6/2021
C4.1	Erosion, Sedimentation & Pollution Control Notes	4/2/2021	4/9/2021
C4.2	Erosion, Sedimentation & Pollution Control Notes	4/2/2021	4/9/2021
C5.1	Phase 1 Erosion Control Plan	4/2/2021	4/9/2021
C5.2	Phase 2 Erosion Control Plan	4/2/2021	4/9/2021
C5.3	Phase 3 Erosion Control Plan	4/2/2021	4/9/2021
C6.1	Contractor Coordination Plan	4/2/2021	---
C7.1	Pipe Profiles	4/2/2021	---
C8.1	Costco Construction Details	4/2/2021	---
C8.2	Costco Construction Details	4/2/2021	---
C8.3	Costco Construction Details	4/2/2021	---

Sheet No.	Description	Dated	Latest Revision Date
C8.4	Costco Construction Details	4/2/2021	---
C8.5	Costco Construction Details	4/2/2021	---
C9.1	Site Construction Details	4/2/2021	---
C9.2	Site Construction Details	4/2/2021	---
C10.1	Utility Construction Details	4/2/2021	---
C10.2	Utility Construction Details	4/2/2021	---
C10.3	Utility Construction Details	4/2/2021	---
C10.4	Utility Construction Details	4/2/2021	---
C11.1	Grading Construction Details	4/2/2021	---
C11.2	Grading Construction Details	4/2/2021	---
C12.1	Erosion Control Construction Details	4/2/2021	---
C12.2	Erosion Control Construction Details	4/2/2021	---
C12.3	Erosion Control Construction Details	4/2/2021	---
C12.4	Erosion Control Construction Details	4/2/2021	---
L-1	Tree Replacement Landscape Plan	3/12/2021	5/21/2021
L-2	Tree Replacement Landscape Plan Notes & Details	3/13/2021	5/6/2021
L-3	Tree Island Details	3/14/2021	5/6/2021
I-1	Irrigation Plan	5/14/2021	---
I-2	Irrigation Plan	5/14/2021	---
I-3	Irrigation Plan	5/14/2021	---
I-4	Irrigation Plan	5/14/2021	---
I-5	Irrigation Plan	5/14/2021	---
I-6	Irrigation Plan	5/14/2021	---
I-7	Irrigation Sleeving Plan	5/14/2021	---
I-8	Irrigation Details	5/14/2021	---
I-9	Irrigation Details	5/14/2021	---
SE-1	Site Lighting Plan	4/2/2021	---
TS-2	Traffic Signal Installation	4/20/2021	---

The "Site Work" means all of the work as set forth in the Approved Plans that is to occur on or before the Building Pad Certification (ID No. 42) on the Project Schedule.

The "Finish Coat Work" means all of the work as set forth in the Approved Plans that is to occur after the Building Pad Certification (ID No. 42) on the Project Schedule.

Exhibit D-2

Project Schedule

[See Attached]

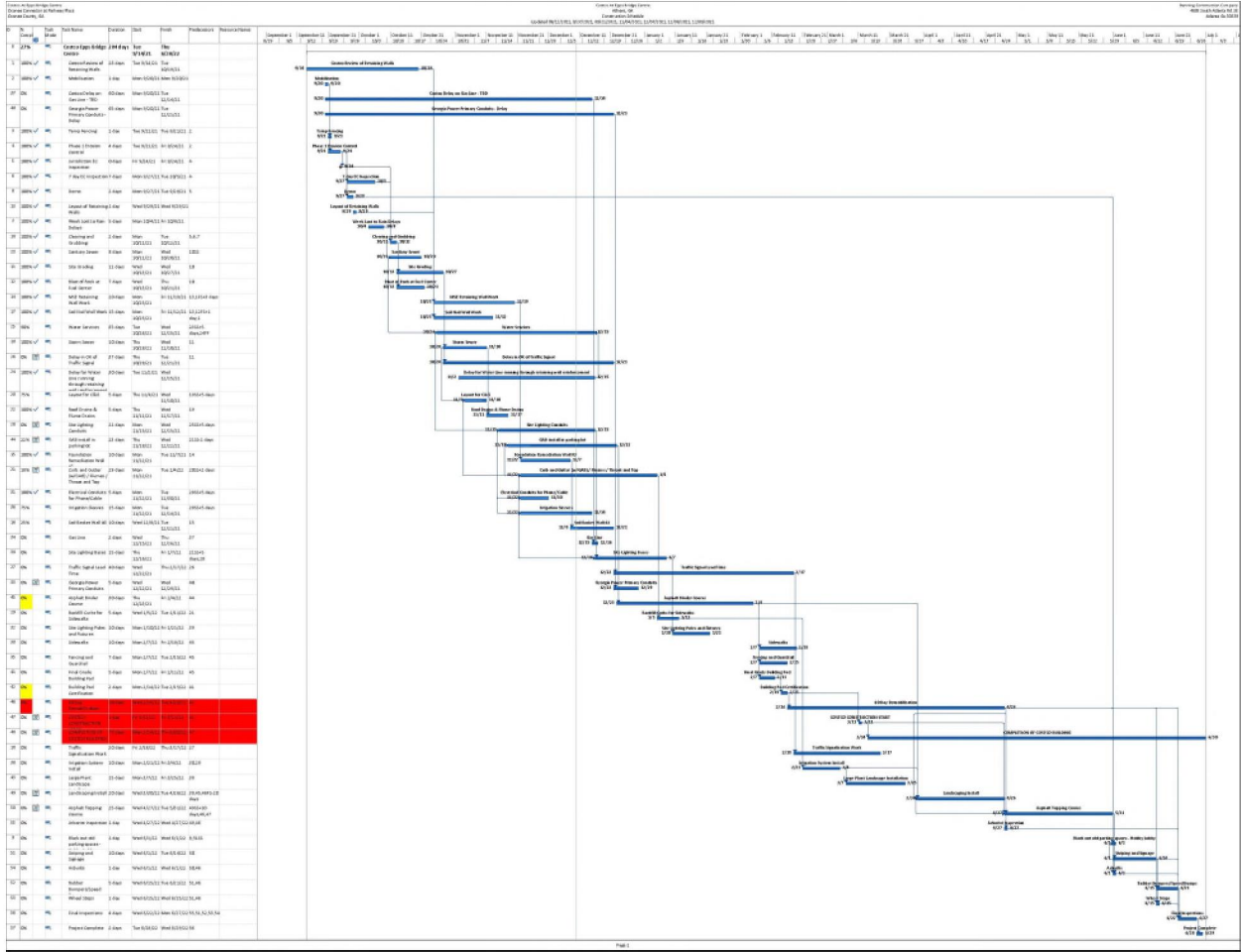


Exhibit D-3

Form of Landlord's Work Certification

[Date]

Costco Wholesale Corporation
999 Lake Drive
Issaquah, Washington 98027
Attention: Property Management (Legal Dept.)

Re: Sublease, dated [_____] by and between Epps Bridge
Centre II CWC, L.L.C., as landlord, and Costco Wholesale Corporation
("Costco"), as tenant ("**Lease**") [DRAFTING NOTE: Reference any amendments
to the Lease existing as of the date of the certification]

To Whom It May Concern:

The undersigned hereby certifies, in its professional opinion, that the applicable Phase of
the Landlord's Work to be completed by Landlord in accordance with the Approved Plans
(attached as Exhibit D-1 to the Lease) has been substantially completed in compliance with such
Approved Plans and in compliance with all applicable laws and regulations.

The undersigned hereby acknowledges and agrees that this certification is being relied on
by Costco.

Very truly yours,

Registration No. _____
Company _____

Expiration _____
Expiration _____

(not valid unless sealed)

EXHIBIT D-4

Building Pad Certification

[See Attached]

COSTCO WHOLESALE DEVELOPMENT REQUIREMENTS

Building Pad Certification

To (Costco Wholesale Corporation), (name of Title Company), (name of others as instructed by client):

Project Name and Location _____

1) Geotechnical

The Undersigned certifies to Costco Wholesale:

All earthwork preparation for the Costco Wholesale Building Pad has been completed based on the requirements of the Costco Wholesale approved Geotechnical Report, prepared by _____ and dated _____ and are in compliance with the Costco Wholesale approved Site Construction Documents dated _____ and the Costco Wholesale Development Requirements.

The preparation of the building pad was monitored and tested by me or under my direct supervision. Monitoring and testing commenced on _____ and was completed on _____. All Geotechnical field reports have been attached to this certification.

Date _____

Signed _____

Registration Number _____

SEAL

2) Survey

The Undersigned certifies to Costco Wholesale:

Spot elevations have been taken on a grid of fifty (50) foot (15.24 m) centers across the Costco Wholesale Building Pad. Spot elevations are within one-tenth (0.1) of a foot (3 mm) of the approved site construction documents pad elevation.

The Building Corners have been staked with ten (10) foot (3 m) offsets. The size and location of the building are in compliance with the Costco Wholesale approved site Construction Documents dated _____.

All survey work was performed by me or under my direct supervision. Survey work commenced on _____ and was completed on _____.

Date _____

Signed _____

Registration Number _____

SEAL

DETAIL 03_03

EXHIBIT E

Title Instruments

1. Declaration of Easements, Covenants and Restrictions by Oconee 316 Associates, LLC dated February 10, 2017, recorded at Deed Book 1372, page 309, with the Records of Oconee County, Georgia, as affected by that certain First Amendment to Declaration of Easements, Covenants and Restrictions, dated August 25, 2021, recorded at Deed Book 1652, page 464, aforesaid records.
2. Lease as evidenced by that certain Memorandum of Lease by and between Oconee 316 Associates, LLC and Hobby Lobby Stores, Inc., dated February 14, 2017, recorded at Deed Book 1372, page 598, aforesaid records, as affected by that certain First Amendment to Memorandum of Lease by and between Epps Bridge Centre II, LLC and Hobby Lobby Stores, Inc., dated August 25, 2021, recorded at Deed Book 1652, page 456, aforesaid records.
3. Easement Agreement from The Evelyn and Frank Gordy Family Partnership, L.P. to Oconee County, dated April 21, 2015, recorded at Deed Book 1282, page 641, aforesaid records.
4. Stormwater Management Inspection and Maintenance Agreement dated January 2, 2018 by and between Epps Bridge Centre II, LLC and Oconee County, recorded at Deed Book 1419, page 233, aforesaid records.
5. Administrative Subdivision Plat for Epps Bridge Centre II (Phase I Administrative Recombination Plat) recorded in Book 2021, page 135, aforesaid records.

Exhibit F

After recording return to:

MEMORANDUM OF LEASE AND OPTION TO PURCHASE

This Memorandum of Lease ("Memorandum"), dated to be effective as of February 8, 2022, is entered into between EPPS BRIDGE CENTRE II CWC, L.L.C., a Missouri limited liability company ("Landlord"), and COSTCO WHOLESALE CORPORATION, a Washington corporation ("Tenant").

1. Grant of Lease; Term.

(a) Landlord leases to Tenant, and Tenant leases from Landlord, those certain premises more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Land") pursuant to and in accordance with the terms of that certain Lease Agreement ("Lease") between the parties hereto, dated as of February __, 2022. The provisions of the Lease are incorporated herein by this reference.

(b) The Lease is effective as of the date hereof and expires on December 1, 2036, subject to earlier termination or extension as set forth in the Lease.

(c) The Lease grants Tenant certain options to purchase the Premises, as set forth in the Lease.

(d) The Lease imposes certain obligations on Tenant to purchase the Premises, as set forth in the Lease.

(e) The Lease grants Tenant certain other rights on the terms set forth therein.

2. Purpose. This Memorandum is prepared for the purpose of recordation only, and it in no way modifies the provisions of the Lease. In the event of any inconsistency between the provisions of this Memorandum and the Lease, the provisions of the Lease shall prevail.

3. Miscellaneous. The parties have executed this Memorandum as of the date first set forth above on the dates and at the places indicated in their acknowledgments below.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My commission expires:

(NOTARY SEAL)

LANDLORD:

EPPS BRIDGE CENTRE II CWC, L.L.C.,
a Missouri limited liability company

By: OCONEE 316 ASSOCIATES, LLC, a
Georgia limited liability company
Its: Manager

By: _____ (Seal)
Name: _____
Title: _____

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My commission expires:

(NOTARY SEAL)

TENANT:

COSTCO WHOLESALE CORPORATION,
a Washington corporation

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN GEORGIA MILITIA DISTRICT 1331, OCONEE COUNTY GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE EAST SIDE OF THE MITERED INTERSECTION WITH THE NORTHERN RIGHT OF WAY OF OCONEE CONNECTOR HAVING A VARIABLE RIGHT OF WAY AND THE EASTERN RIGHT OF WAY LINE OF PLAZA PARKWAY AND THENCE RUN ALONG SAID MITER NORTH 52 DEGREES 37 MINUTES 16 SECONDS WEST A DISTANCE OF 92.82 FEET TO A 5/8-INCH REBAR SET ON SAID EASTERN RIGHT OF WAY; THENCE RUN ALONG SAID EASTERN RIGHT OF WAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 766.20 FEET, AN ARC DISTANCE OF 637.68 FEET TO A 5/8-INCH REBAR SET, WITH SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 39 DEGREES 13 MINUTES 18 SECONDS WEST, HAVING A CHORD DISTANCE OF 619.44 FEET; THENCE CONTINUE NORTH 63 DEGREES 03 MINUTES 52 SECONDS WEST A DISTANCE OF 144.93 FEET TO A 5/8-INCH REBAR SET; THENCE CONTINUE NORTH 63 DEGREES 03 MINUTES 52 SECONDS WEST A DISTANCE OF 107.00 FEET TO A 5/8-INCH REBAR SET; THENCE CONTINUE NORTH 63 DEGREES 03 MINUTES 52 SECONDS WEST A DISTANCE OF 157.25 FEET TO A 5/8-INCH REBAR SET; THENCE LEAVING SAID RIGHT OF WAY AND RUN NORTH 31 DEGREES 30 MINUTES 06 SECONDS EAST A DISTANCE OF 775.91 FEET TO A 3/4-INCH IRON ROD FOUND; THENCE SOUTH 69 DEGREES 12 MINUTES 16 SECONDS EAST A DISTANCE OF 551.57 FEET TO A 3/4-INCH IRON ROD FOUND; THENCE NORTH 24 DEGREES 00 MINUTES 44 SECONDS EAST A DISTANCE OF 181.52 FEET TO A 5/8-INCH REBAR SET; THENCE SOUTH 72 DEGREES 39 MINUTES 23 SECONDS EAST A DISTANCE OF 354.65 FEET TO A 5/8-INCH REBAR SET; THENCE SOUTH 17 DEGREES 20 MINUTES 37 SECONDS WEST A DISTANCE OF 462.83 FEET TO A PK NAIL SET; THENCE SOUTH 72 DEGREES 39 MINUTES 23 SECONDS EAST A DISTANCE OF 28.13 FEET TO A 5/8-INCH PK NAIL SET; THENCE SOUTH 17 DEGREES 20 MINUTES 37 SECONDS WEST A DISTANCE OF 254.17 FEET TO A PK NAIL SET; THENCE SOUTH 81 DEGREES 33 MINUTES 24 SECONDS EAST A DISTANCE OF 30.43 FEET TO A PK NAIL SET; THENCE SOUTH 17 DEGREES 02 MINUTES 46 SECONDS WEST A DISTANCE OF 208.44 FEET TO A PK NAIL SET; THENCE SOUTH 26 DEGREES 56 MINUTES 50 SECONDS WEST A DISTANCE OF 76.68 FEET TO A PK NAIL SET; THENCE SOUTH 62 DEGREES 20 MINUTES 38 SECONDS WEST A DISTANCE OF 18.89 FEET TO A 5/8-INCH REBAR SET; THENCE SOUTH 17 DEGREES 20 MINUTES 37 SECONDS WEST A DISTANCE OF 283.06 FEET TO A 5/8-INCH REBAR SET ON SAID NORTHERN RIGHT OF WAY; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1029.93 FEET, AN ARC DISTANCE OF 149.65 FEET TO A 5/8-INCH REBAR SET, WITH SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 88 DEGREES 37 MINUTES 45 SECONDS WEST, HAVING A CHORD DISTANCE OF 149.52 FEET WITH SAID REBAR SET BEING THE POINT OF BEGINNING.

SAID TRACT OR PARCEL TO CONTAIN 23.840 ACRES.

EXHIBIT G

Environmental Reports

Phase I Environmental Site Assessment for the proposed Epps Bride Centre – Phase II Oconee County / Athens, Georgia Project No. 01-177001A prepared for The Bishop Company, LLC by Ahlberg Engineering, Inc. dated January 18, 2017

Exhibit H

Subordination Agreement

SUBORDINATION AGREEMENT

This instrument prepared by and upon recordation return to:

Costco Wholesale Corporation
999 Lake Drive
Issaquah, WA 98027
Attn: Legal Department

**CONSENT, SUBORDINATION
AND ATTORNMENT AGREEMENT**

THIS AGREEMENT is made as of the ____ day of _____, 20____ by and among COSTCO WHOLESALE CORPORATION, a Washington corporation, ("**Tenant**"), _____ ("**Landlord**") and _____ ("**Mortgagee**"). Tenant, Landlord and Mortgagee are sometimes hereinafter referred to collectively as the "Parties" and individually, as a "**Party**."

RECITALS

WHEREAS, pursuant to that certain Lease Agreement (the "**Authority Lease**") dated as of the date hereof between **OCONEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**, a development authority and public body corporate and politic of the State of Georgia (the "**Development Authority**"), as prime lessor, and Landlord, as prime lessee, the Development Authority demised the Property legally described on Exhibit "A" attached hereto (the "**Premises**") to Landlord;

WHEREAS, by that certain Lease Agreement dated as of _____, between Landlord, as sublandlord, and Tenant, as subtenant, a Memorandum of Lease and Option to Purchase of which was recorded in Deed Book _____, page _____, in the Office of the Clerk of the Superior Court of Oconee County, Georgia, Landlord subleased the Premises to Tenant for a term of _____ years, as provided in the Lease (as used herein, the term "**Lease**" means such Lease and all amendments, supplements, extensions, replacements and other modifications thereof and the term "**Lease Term**" means the term under the Lease);

WHEREAS, by that certain [**Mortgage and Security Agreement**] dated as of _____ recorded as document _____ in the official records of _____ between Landlord and Mortgagee (the "**Mortgage**"), Landlord mortgaged its leasehold interest in the property under [**the Authority Lease**] to Mortgagee (as used herein, the term "**Mortgage**" means the [**Mortgage and Security Agreement**] and all amendments, supplements, extensions, replacements and other modifications thereof now or hereafter in effect);

WHEREAS, subject to the terms of this Agreement, Mortgagee agrees to subordinate the Mortgage and its interest in the Mortgage to the Lease and Tenant agrees with Mortgagee as to certain matters set forth herein.

NOW THEREFORE, in consideration of the foregoing, Mortgagee, Landlord and Tenant agree as follows:

1. APPROVAL OF LEASE; OWNERSHIP OF MORTGAGE. Mortgagee acknowledges that prior to the execution hereof it has had the opportunity to examine the terms and conditions of the Lease and the Authority Lease and consents thereto. Mortgagee represents and warrants it is the sole owner and holder of the Mortgage.

2. MORTGAGE SUBORDINATION AND TENANT ATTORNMENT. Mortgagee hereby absolutely and unconditionally subordinates the Mortgage, including, without limitation, the lien of the Mortgage and the obligations set forth therein to the Lease and Tenant's obligations thereunder. This Agreement is a present subordination and not an agreement to subordinate in the future. Mortgagee further agrees that in any action to foreclose the Mortgage, Tenant will not be named as a party defendant, nor will any other action be taken which would terminate the Lease, except for any action taken pursuant to and in accordance with the terms and conditions set forth in the Lease. Notwithstanding the foregoing, if Mortgagee or any other person or entity acquires Landlord's interest in the Premises or the Authority Lease pursuant to the exercise of any remedy provided for in, or otherwise available with respect to, the Mortgage or by any conveyance in lieu of foreclosure (Mortgagee (including Mortgagee as a mortgagee in possession), a purchaser at a foreclosure sale, a receiver appointed prior to or in connection with a foreclosure or any such other person being hereinafter referred to as "**Mortgagee Landlord**"), Tenant shall attorn to Mortgagee Landlord as its new landlord, Mortgagee Landlord shall recognize and be bound to Tenant as its tenant under the Lease, and the Lease shall continue in full force and effect as a direct lease between Mortgagee Landlord and Tenant upon all of the terms, covenants, conditions and agreements set forth in the Lease. The foregoing attornment shall be effective upon the transfer of Landlord's interest in the Lease to Mortgagee Landlord; provided, however, Tenant shall be under no obligation to pay rent to Mortgagee Landlord until Tenant receives written notice from Mortgagee Landlord requiring payment to Mortgagee Landlord (which notice Landlord irrevocably authorizes Tenant to rely on without any duty on the part of Tenant to confirm, controvert or challenge same). Prior to the date Mortgagee succeeds to Landlord's interest in the Lease, all such payments made to Mortgagee shall be subject to any right of set-off, abatement, defense or counterclaim of Tenant under the Lease. Tenant shall receive full credit against amounts owed to Landlord under the Lease for all such

payments made to Mortgagee to the same extent as if such payments had been made directly to Landlord. The foregoing attornment shall be self-operative; however, Tenant shall execute and deliver such documents that Mortgagee Landlord may reasonably request to evidence the foregoing attornment.

3. NON-DISTURBANCE.

In the event of foreclosure of the Mortgage or conveyance in lieu of foreclosure, which foreclosure or conveyance occurs prior to the expiration of the term of the Lease, including any extensions and renewals of such term now provided thereunder and results in a termination of the Authority Lease, and so long as Tenant is not in default under any of the terms, covenants and conditions of the Lease beyond any applicable notice and cure periods, Mortgagee Landlord agrees on behalf of itself, its successors and assigns, that it shall not disturb the Tenant's possession, quiet enjoyment or use of the Demised Premises, and the sale of the Property in any such action or proceeding and the exercise by Mortgagee of any of its other rights under the Mortgage including the termination of the Authority Lease shall be made subject to all rights of Tenant under the Lease (subject to the terms of this Agreement) including any option to purchase the Property.

4. LIMITATION ON LIABILITY.

a. Notwithstanding anything to the contrary in the Lease or this Agreement, if Mortgagee Landlord succeeds to the interest of Landlord under the Lease (whether by virtue of a direct lease pursuant to Section 2 above or pursuant to the exercise of any remedy provided for in or otherwise available with respect to the Mortgage or by any conveyance in lieu of foreclosure), such Mortgagee Landlord:

- (i) shall not be bound by any payment of rent or additional rent made by Tenant to Landlord for more than one month in advance except as required by the terms of the Lease;
- (ii) shall not be liable for any security or other deposit under the Lease, except to the extent actually received by Mortgagee Landlord;
- (iii) shall not be subject to any defense, counterclaim, setoff, credit or deduction that Tenant has against Landlord, except any offset against rent that Tenant may be entitled to take in accordance with the provisions of the Lease and any default pursuant to Section (iv) below;
- (iv) shall not be liable for any default by Landlord under the Lease or for any other act or omission of Landlord except for defaults of an ongoing or continuing nature of which Mortgagee has been given notice pursuant to Section 4;
- (v) shall not be obligated to restore any part of the Premises in the event of damage thereto or destruction thereof by fire or other casualty, or in the event of a partial condemnation; provided, however, Mortgagee Landlord (to the extent it has any interest therein) shall make the proceeds of any

insurance or condemnation available for restoration or repair, subject to and as provided in the Lease, including without limitation, the insurance and condemnation provisions in Sections 6 and 8 of the Lease;

- (vi) shall not be bound by any modification of or amendment to the Lease that has the effect of reducing the rent or any other obligations of Tenant under the Lease, decreasing the term or canceling the Lease prior to its scheduled expiration date, except as the result of (i) the exercise of a right to terminate as set forth in the Lease or as provided by law; or (ii) the exercise of any right to extend or renew the Lease as set forth in the Lease; and
- (vii) shall not be personally liable under or with respect to the Lease, this Agreement or the Premises beyond Mortgagee Landlord's interest in the Premises and any judgment against Mortgagee Landlord relating to the Lease, this Agreement or the Premises shall be enforced against Mortgagee Landlord solely out of the proceeds of the sale of its interest in the Premises or other realization proceedings against Mortgagee Landlord's interest in the Premises, provided that the foregoing provisions shall not be deemed to limit Mortgagee Landlord's obligations under the Lease as modified by this Agreement, but only to limit the personal liability of Mortgagee Landlord in case of enforcement thereof against Mortgagee Landlord, nor shall the foregoing provisions of this clause be deemed to limit Tenant's rights subject to the provisions of this Agreement to obtain injunctive relief or to specific performance.

b. Tenant agrees that, as long as the Mortgage is in effect:

- (i) Tenant shall not pay any rent or other amount payable under the Lease more than one month in advance except as required by the terms of the Lease; and
- (ii) Mortgagee shall have the benefit of each provision of the Lease that benefits Landlord's mortgagee and all notices of default to be given to Landlord under the Lease shall also be given to Mortgagee as provided in Section 6 hereof.

5. NOTICES OF DEFAULT.

a. Before any termination due to a breach under the Lease shall be declared by Tenant, Tenant shall give notice in writing to Mortgagee of the specific breach(es) of the Lease. Notice shall be given at least thirty (30) days (or such longer period as provided in the Lease for Landlord or provided in this Section 4(a) below for Mortgagee to cure the default) before Tenant shall terminate the Lease. Within thirty (30) days after receipt of such notice from Tenant, Mortgagee may, in addition to any other remedies provided in the Mortgage, elect to make such payments and cure such defaults on behalf of Landlord and in connection therewith, do all work and make all payments necessary to cure such default.

Notwithstanding anything in the Lease, in this Agreement or under applicable law to the contrary, Tenant shall not exercise any right it may have to terminate the Lease by reason of any monetary default by Landlord under the Lease, provided that, within thirty (30) days after Mortgagee's receipt of notice from Tenant of such default, Mortgagee or a Mortgagee Landlord holding under Mortgagee pays the amount in question.

Notwithstanding anything in the Lease, in this Agreement or under applicable law to the contrary, Tenant shall not exercise any right it may have to terminate the Lease by reason of any other (non-monetary) default by Landlord under the Lease, provided that (a) within thirty (30) days after Mortgagee's receipt of notice from Tenant of such default, Mortgagee gives Tenant notice of Mortgagee's intention to obtain possession of the property and agrees thereafter to cure the default in question, (b) within thirty (30) days after giving such notice, subject to any applicable stay under applicable law, Mortgagee commences proceedings to obtain possession of the Property, (c) thereafter, subject to any such stay, Mortgagee diligently continues such proceedings to conclusion, and (d) after obtaining possession Mortgagee or a Mortgagee Landlord holding under Mortgagee, promptly cures such default.

b. Upon the occurrence of an event of default under the Mortgage, and at any time thereafter during the continuance thereof, Mortgagee may, at its option, send a notice to Tenant, which notice shall: (i) indicate that an event of default has occurred and that Mortgagee has revoked Landlord's right or license to collect rent under the Lease; (ii) indicate that Mortgagee has elected to exercise its right under this Section; (iii) direct Tenant thereafter to make all payments of rent and to perform all obligations under the Lease to or for the benefit of Mortgagee or as Mortgagee shall direct; and (iv) contain the Mortgagee's employer identification number. Following receipt of any such notice from Mortgagee, Tenant shall comply with the provisions of such notice, make all payments of rent and perform all obligations under the Lease to and for the benefit of Mortgagee or as Mortgagee shall direct. Such notice and direction shall remain effective until the first to occur of: (A) the receipt by Tenant of a subsequent notice from Mortgagee to the effect that such event of default has been cured, (B) the receipt by Tenant of a subsequent notice that Mortgagee has appointed another person to act as agent for Mortgagee, in which event Tenant shall thereafter make payments of rent and perform all obligations under the Lease as may be directed by such other person, (C) the appointment of a receiver, in which event Tenant shall thereafter make payments of rent and perform all obligations under the Lease as may be directed by such receiver, or (D) the issuance of a court order directing Tenant to pay rent and perform obligations in a manner not consistent with the notice. Tenant shall be entitled to rely upon any notice from Mortgagee and shall be protected with respect to any payment made pursuant to such notice, irrespective of whether a dispute exists between Landlord and Mortgagee with respect to the existence of any event of default or the rights of Mortgagee hereunder. If Tenant receives a notice from Mortgagee pursuant to this Section 4, Tenant shall not be required to investigate or determine the validity or accuracy of such notice or the validity or enforceability of this Agreement. Mortgagee hereby agrees to indemnify, defend and hold Tenant harmless from and against any and all loss, claims, damage or liability arising from or related to any payment of rent or performance of obligations under the Lease by Tenant made in good faith in reliance on and pursuant to such notice. The provisions of this Section 4.b. may be exercised by Mortgagee exercising its rights under any assignment of leases or rents held by it, by Mortgagee as a mortgagee in possession or by a receiver appointed prior to or in connection with the foreclosure.

6. NOTICES. All notices, demands, requests, or other writings (each a “**Notice**”) provided by the terms of this Lease to be given or made or sent, or which may be given or made or sent by any party hereto to any other shall be in writing, shall be given by (a) personal delivery, (b) delivery by a nationally recognized overnight delivery service, (c) mailing or depositing same in the United States mail, registered or certified, return receipt requested, postage prepaid, or (d) facsimile (if a copy of such notice also is delivered by any other permitted method of delivery along with evidence that the facsimile was transmitted successfully), and in all cases shall be properly addressed to the parties at the following addresses:

To Mortgagee at: _____

With a copy to: _____

To Tenant at: Costco Wholesale Corporation
999 Lake Drive
Issaquah, Washington 98027
Attn.: Property Management (Legal Dept.)
Facsimile No.: 425-313-8114

With a copy to: _____

To Landlord at: _____

With a copy to: _____

or to such other address as either party may from time to time designate by Notice to the other or to any Leasehold Mortgagee. All Notices shall be deemed duly given upon actual receipt or refusal to accept delivery. Notices may be sent by the parties' respective counsel.

7. RECORDATION. Landlord agrees that Landlord (i) shall promptly cause this Agreement to be recorded in each office where the Mortgage is recorded, and (ii) shall indemnify Mortgagee and Tenant against any expenses including taxes in connection with such recording.

8. SUCCESSORS AND ASSIGNS. This Agreement and the covenants herein shall be deemed to be covenants running with the land and shall be binding upon and inure to the benefit of the Parties, and their respective successors and assigns.

9. ENTIRE AGREEMENT; MODIFICATION. This Agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the Mortgage and the obligations set forth therein to the Lease and to Tenant's rights thereunder, and shall supersede and cancel any prior agreements as to such. This Agreement shall not be modified, waived or terminated except by an agreement in writing executed by the Party against whom enforcement of such modification, waiver or termination is sought. Terms not otherwise defined herein shall have the meaning set forth in the Lease.

10. GOVERNING LAW. This Agreement shall be governed by and construed with the law of the State of _____.

IN WITNESS WHEREOF, this Consent, Subordination and Attornment Agreement has been executed as of the date first above written.

MORTGAGEE:

By: _____

Name:

Title:

LANDLORD:

By: _____

Name:

Title:

TENANT:

COSTCO WHOLESALE CORPORATION

By: _____

Name:

Title:

[NOTE: JURISDICTIONAL SIGNATURE REQUIREMENTS]

Exhibit I
Elevations
[See Attached]



MG2

ATHENS, GA
APRIL 19, 2021

P1 - OVERALL



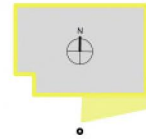


MG2

ATHENS, GA
APRIL 15, 2021

P2 - ENTRANCE





MG2

ATHENS, GA
APRIL 19, 2021

P4 - EXIT SIDE

COSTCO
WHOLESALE



MG2

ATHENS, GA
APRIL 19, 2021

P5 - ENTRY AT DUSK

COSTCO
WHOLESALE



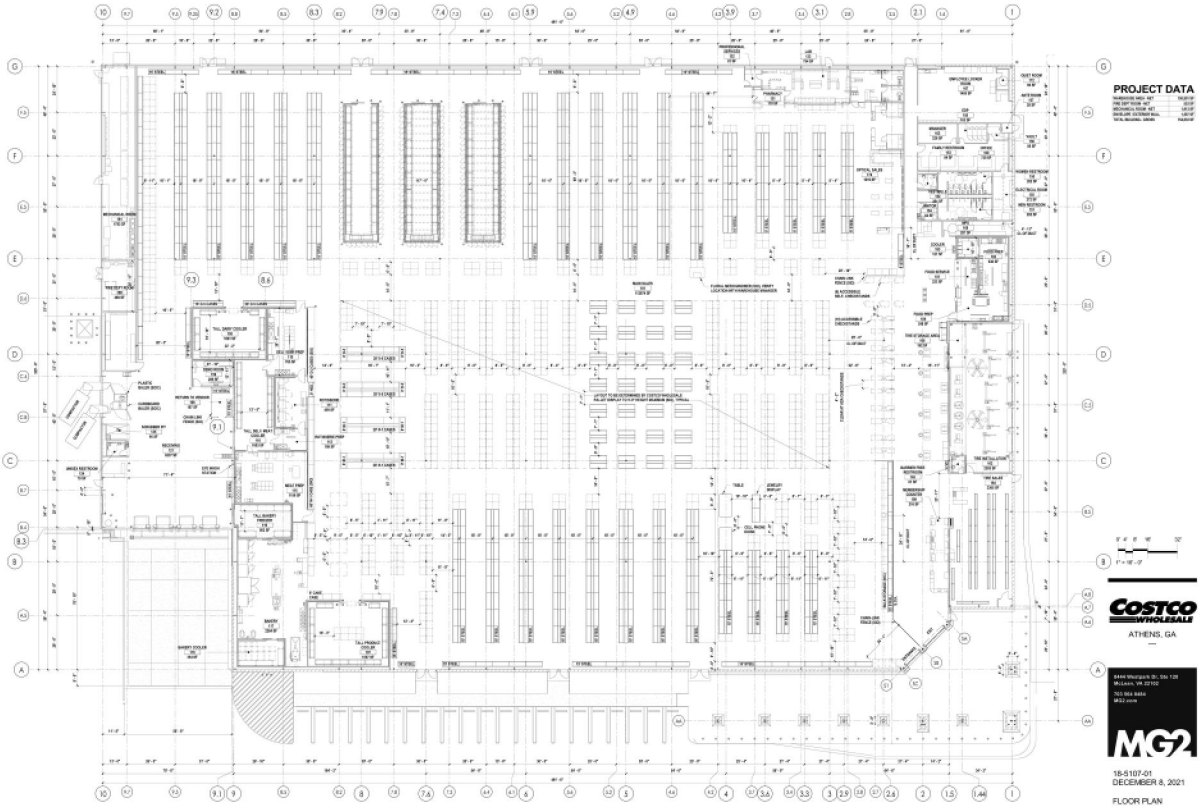
- 1. WALL, MASONRY
Manufacturer: Old Castle Concrete
Profile: 800, 800
Color: "SANGRIA BROWN"
- 2. CURBS
Manufacturer: Ruber Manufacturing
Color: "VOEGE MARBLE"
- 3. WALL SIDING, INSULATED METAL PANEL
Manufacturer: Meto Steel
Profile: 2000 Series
Color: "SURREY RIDGE"
- 4. WALL SIDING, INSULATED METAL PANEL
Manufacturer: Meto Steel
Profile: 2000 Series
Color: "HONEY MUST DARK"
- 5. WALL, PERFORATED PANEL
27% OPEN AREA
Finish: Polished Aluminum
- 6. LED Recessed Lighting
Manufacturer: TROSCENT
Color: "WINDSE"
- 7. STEEL LINING
Manufacturer: MBS
Color: "SANGRIA BROWN"
- 8. STEEL WALL, SIDING
Manufacturer: Old Castle Concrete
Profile: 800, 800
Color: "DARK CHOCOLATE"
- 9. WALL, MASONRY
Manufacturer: Old Castle Concrete
Profile: 800, 800
Color: "SANGRIA BROWN"
- 10. WALL, MASONRY
Manufacturer: Old Castle Concrete
Profile: 800, 800
Color: "DARK CHOCOLATE"



ATHENS, GA
APRIL 15, 2021

MATERIAL BOARD





PROJECT DATA
 PROJECT NO. 15-5167-01
 DATE 12/08/2021
 DRAWN BY MGR
 CHECKED BY MGR

0' 10' 20' 30'
 1" = 10'-0"

Costco
WHOLESALE
 ATHENS, GA

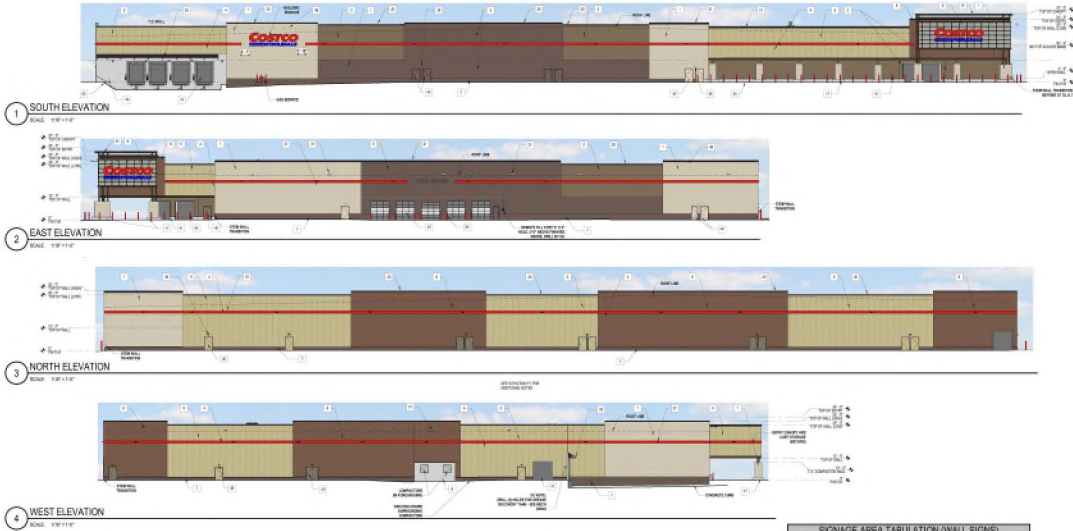
15-5167-01
 DECEMBER 8, 2021
 FLOOR PLAN
 DD21-04

COSTCO WHOLESALE

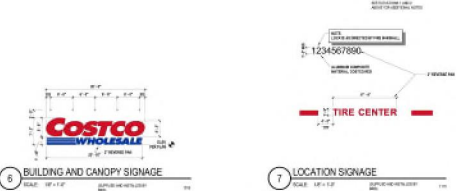
FLOOR PLAN

ATHENS, GA

DECEMBER 8, 2021



NO.	AREA	TYPE	DATE	STATUS



NO.	DESCRIPTION	UNIT	MATERIAL	COLOR	FINISH	APPLY TO		DATE	STATUS
						AREA	TYPE		
1	CONCRETE	SQ. FT.							
2	PAINT	SQ. FT.							
3	GLASS	SQ. FT.							
4									
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Costco WHOLESALE
ATHENS, GA

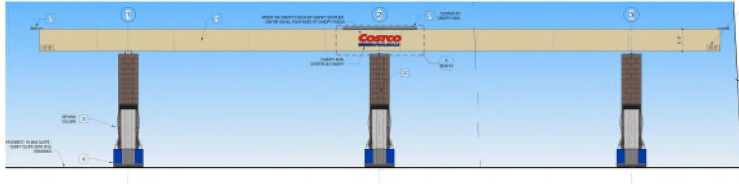
15-5187-01
DECEMBER 8, 2021

MG2

BUILDING ELEVATIONS
DD31-03

COSTCO WHOLESALE **BUILDING ELEVATIONS**

ATHENS, GA DECEMBER 8, 2021



1 CANOPY AND DISPENSER ISLANDS
SCALE: 1/4" = 1'-0"



2 CANOPY AND DISPENSER ISLANDS
SCALE: 1/4" = 1'-0"



8 CANOPY SIGN
SCALE: 1/2" = 1'-0"

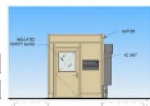
KEYNOTES	
1	SEE KEYNOTES ON OTHER SHEETS FOR MATERIALS AND FINISHES.
2	SEE KEYNOTES ON OTHER SHEETS FOR MATERIALS AND FINISHES.
3	SEE KEYNOTES ON OTHER SHEETS FOR MATERIALS AND FINISHES.
4	SEE KEYNOTES ON OTHER SHEETS FOR MATERIALS AND FINISHES.
5	SEE KEYNOTES ON OTHER SHEETS FOR MATERIALS AND FINISHES.
6	SEE KEYNOTES ON OTHER SHEETS FOR MATERIALS AND FINISHES.
7	SEE KEYNOTES ON OTHER SHEETS FOR MATERIALS AND FINISHES.
8	SEE KEYNOTES ON OTHER SHEETS FOR MATERIALS AND FINISHES.
9	SEE KEYNOTES ON OTHER SHEETS FOR MATERIALS AND FINISHES.
10	SEE KEYNOTES ON OTHER SHEETS FOR MATERIALS AND FINISHES.
11	SEE KEYNOTES ON OTHER SHEETS FOR MATERIALS AND FINISHES.

SIGNAGE AREA TABULATION (WALL SIGNS)	
NO. OF SIGNS	1
NO. OF SQUARE FEET	1,100
NO. OF LINEAL FEET	100
NO. OF SQUARE FEET	1,100
NO. OF LINEAL FEET	100

EXTERIOR FINISH SCHEDULE			
1	CONCRETE	PAINT	PAINT
2	CONCRETE	PAINT	PAINT
3	CONCRETE	PAINT	PAINT
4	CONCRETE	PAINT	PAINT
5	CONCRETE	PAINT	PAINT
6	CONCRETE	PAINT	PAINT
7	CONCRETE	PAINT	PAINT
8	CONCRETE	PAINT	PAINT
9	CONCRETE	PAINT	PAINT
10	CONCRETE	PAINT	PAINT
11	CONCRETE	PAINT	PAINT



3 SIDE FACING AWAY FROM CANOPY
SCALE: 1/4" = 1'-0"



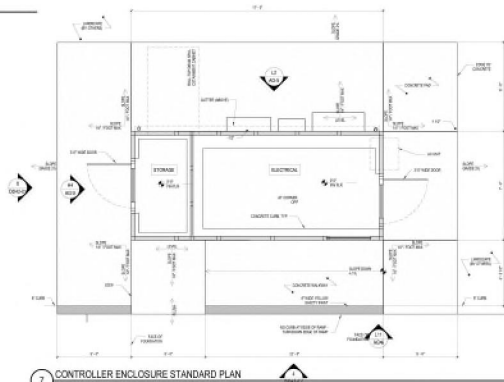
5 STORAGE ENTRY
SCALE: 1/4" = 1'-0"



4 SIDE FACING CANOPY
SCALE: 1/4" = 1'-0"



6 ELECTRICAL ENTRY
SCALE: 1/4" = 1'-0"



7 CONTROLLER ENCLOSURE STANDARD PLAN
SCALE: 1/2" = 1'-0"

COSTCO WHOLESALE

ATHENS, GA

FUEL FACILITY

DECEMBER 8, 2021



ATHENS, GA



18-8187-02
DECEMBER 8, 2021
FUEL FACILITY

DD42-02