

## BID ADDENDUM

### **FAILURE TO RETURN THIS BID ADDENDUM IN ACCORDANCE WITH INSTRUCTIONS MAY SUBJECT YOUR BID TO REJECTION**

**Bid Number:** 54-PB-20130318

**Bid Opening Date:** June 14, 2013

**Description:** Toll, TMC & Ferry Operation Services

**Bid Opening Time:** 4:00 PM EST

**Addendum Number: 8**  
**Addendum Date: May 31, 2013**

#### **INSTRUCTIONS**

1. Return one properly executed copy of this Addendum with bid response or prior to the Bid Opening Date/Time listed above.

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2. Check **ONE** of the following options:

- ☐ Bid has **not** been mailed. **Any changes** resulting from this Addendum #8 are included in our bid.
- ☐ Bid has already been mailed. No changes resulted from this Addendum #8.
- ☐ Bid has already been mailed. Changes resulting from this Addendum #8 are as follows.

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**Execute Addendum:**

**Bidder:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Name and Title (Typed):** \_\_\_\_\_

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

## ADDENDUM NUMBER 8

The original RFP dated March 18, 2013 included provisions for proposer's opportunity for questions and NCTA to make amendments as necessary. The following items are addressed through this Addendum #8:

- Subsections within the following Sections have been amended:
  - Section I-Administration
  - Section III-Scope of Work
  - Section IV-Price Sheets

### SECTION I-ADMINISTRATION

**2.1 Schedule:** The procurement schedule has been modified to reflect dates presented in bold in Table I.1.

TABLE I.1 PROCUREMENT SCHEDULE		
NCTA	Proposing Contractors	Date
Issuance of Request For Proposal		Monday, March 18, 2013
Pre-Bid Meeting and Site Visit		Wednesday & Thursday March 27-28, 2013
	1 <sup>st</sup> Round Written Questions Due	Monday, April 8, 2013
Response to 1 <sup>st</sup> Round Questions		Monday, April 22, 2013
	2 <sup>nd</sup> Round Written Questions Due	Friday, May 3, 2013
Response to 2 <sup>nd</sup> Round Questions		Friday, May 17, 2013
	Proposals Submitted	<b>Friday, June 14, 2013</b>
Questions to Proposers (if applicable) and Oral Presentations <i>*Vendors eligible for Orals shall be notified one week prior to the date of Oral presentations</i>		<b>June 17-July 19, 2013</b>
Award		<b>Friday, August 2, 2013</b>
Negotiations Complete		<b>Friday, August 30, 2013</b>
Notice to Proceed		<b>Within 5 business days of completion of negotiations</b>
Transition Period		<b>60 calendar days from NTP</b>
Go-Live		<b>1 calendar day after end of transition period</b>

### **SECTION III-SCOPE OF WORK**

**2.1.1 Lease:** Current customer service center lease agreement has been added as Appendix P to the RFP.

**2.4.2 Functions:** Response to question #221 posted under Addendum 5 has been clarified as follows:

“All postage machines and their maintenance are the responsibility of the Contractor. The actual postage will be reimbursed as a pass through item. “

### **SECTION IV-PRICE SHEETS**

Formula errors in Items 1 and 2 have been corrected. New excel file is posted along with Addendum 8.

**APPENDIX P**

**CUSTOMER SERVICE CENTER LEASE AGREEMENT**

**CONCOURSE BUSINESS CENTER**  
(Schedule of Lease Terms)

1. Landlord: VCG Investors, LLC,  
a North Carolina limited liability company
2. Tenant: URS Energy & Construction, Inc.,  
an Ohio corporation
3. Address of Tenant: 200 Sorrells Grove Church Road  
Morrisville, NC
4. Premises: Notices – copies sent to Tenant address above with a copy sent to  
John Schimek @ URS Corporation, 720 Park Blvd., Boise ID  
83729  
Concourse Business Center  
200 Sorrells Grove Church Road  
Morrisville, NC
- Square Footage of Premises: 14,786
- Square Footage of Building:  
Lease Term (in months): 24,705  
Seventy Two (72) months
6. Commencement Date: The date of full execution of this Lease
- Rent Commencement Date The earliest of: (a) the date on which Tenant occupies any portion  
of the Premises and begins conducting business therein; (b) the  
date on which the Work (as defined in Exhibit A-2 hereto) in the  
Premises is Substantially Completed (as defined in Exhibit A-2  
hereto); or (c) the date on which the Work in the Premises would  
have been Substantially Completed but for the occurrence of any  
Tenant Delay Days (as defined in Exhibit A-2 hereto).
7. Expiration Date: Seventy two (72) months after the Rent Commencement Date
8. Rent

(a) Base Monthly Rent:	Period (Months)	Monthly Rent
	1 - 12	\$11,952.02
	13 – 24	\$12,310.58
	25 – 36	\$12,679.89
	37 – 49	\$13,060.29
	49 – 60	\$13,452.10
	61 – 72	\$13,855.66
(b) Tenant's Proportionate Share:	60%	

(c) Initial Estimated Monthly Additional Rent Payable by Tenant: \$3,080.42 per month (for calendar year 2010). This is for CAM charges estimated at \$2.50 per square foot per year for year one.

**All Payments to be made to:**

VCG Investors, LLC  
905 Williamson Drive  
Raleigh, North Carolina 27608

9. Expansion Options:

In addition to the Renewal Option set forth below, Tenant will have a one (1) time First Right of Refusal to lease any space that is either currently available or becomes available in the building during the term of the Lease at Fair Market Rent.

If space becomes available, or is scheduled to become available in the Building, Landlord agrees to notify Tenant and offer all of the space to Tenant. If Landlord receives a bona fide written offer to lease space in the Building, Tenant shall respond within ten (10) business days with a notice of exercise or a notice of waiver. In any instance where Tenant leases such space, the economic terms will be in accordance with Fair Market Rent (defined below).

10. Renewal Options:

Tenant will have two (2) renewal options of three (3) years each by written notice to Landlord at least six (6) months prior to the Expiration Date of the original term or the prior renewal term (as applicable). Basic rental will be adjusted to "Fair Market Rent" (as defined in the Lease) at the commencement of each option term. Fair Market Rent will include considerations for operating expense base year, tenant improvements and other concessions that impact economic rent.

11. Termination Option/Payment:

Provided that Tenant is not in default of this Lease beyond any

applicable notice and cure periods, Tenant shall have an ongoing right to terminate this Lease upon written notice to Landlord (the “Termination Notice”). The Termination Notice shall set forth the date on which Tenant shall surrender the Premises to Landlord (the “Termination Date”), said Termination Date being no earlier than one hundred twenty (120) days after the date of the Termination Notice. If Tenant sends a Termination Notice to Landlord, the termination shall not be effective until Tenant pays to Landlord, no later than ten (10) days prior to the Termination Date the following amounts as a Termination Payment:

(a) the unamortized portions of the leasing commissions, amortized at an interest rate of eight percent (8%); and

(b) if the Termination Notice is given during Months 1-36 of the Lease, then a penalty of eighteen (18) months Base Monthly Rent at the rent rates that would be in effect for eighteen (18) months after Termination Date, OR if the Termination Notice is given after the 36<sup>th</sup> Month of the Lease, a penalty of twelve (12) months Base Monthly Rent at the rent rates that would be in effect for twelve (12) months after Termination Date will be due from Tenant.

12.	Security Deposit:	Waived
13.	Broker(s):	Landlord's:  Hillman C. Duncan, CCIM, SIOR Brian E. Carr, CCIM Cassidy Turley 3110 Edwards Mill Road, Suite 210 Raleigh, NC 27612 Ph: 919-791-2105
14.	Guarantor:	Tenant's:  Jones Lange LaSalle & PALCAP  N/A

EXHIBITS -

- Exhibit A – The Premises
- Exhibit A-1 – Standard Building Finishes
- Exhibit A-2 – Landlord Work
- Exhibit A-3 – Budget Estimate
- Exhibit B – Building Site Plan
- Exhibit C – Building Rules and Regulations
- Exhibit D – HVAC Maintenance Requirements
- Exhibit E – Signs
- Exhibit F – List of Leased Furniture
- Exhibit G – Janitorial Specifications

## LEASE

THIS LEASE is entered into as of the \_\_\_\_ day of May, 2010 by and between VCG Investors,, LLC, a North Carolina limited liability company, having an address of 905 Williamson Drive, Raleigh, North Carolina 27608, ("Landlord") and the Tenant identified on the Schedule of Terms (the "Schedule") attached hereto and incorporated herein by this reference and made a part hereof. All terms defined in the Schedule shall have the same meaning for purposes of this Lease as they do for the Schedule.

1. LEASE OF PREMISES. Landlord leases to Tenant and Tenant leases from Landlord the Premises, as outlined on Exhibit "A" attached hereto and incorporated herein by this reference and made a part hereof, in the building located at 200 Sorrell Grove Church Road, Morrisville, North Carolina (the "Building"), as outlined on Exhibit "B" attached hereto and incorporated herein by this reference and made a part hereof. The Premises shall include the nonexclusive right to use the common areas of the Building, including the parking areas, which are open for use by all tenants in general.

2. TERM. Unless sooner terminated as hereinafter provided, the term of this Lease shall be for the number of months set forth on the Schedule, commencing on earlier of the Rent Commencement Date or the date all improvements in the Premises have been substantially completed. Tenant waives any claims against Landlord if Landlord cannot deliver possession of the Premises, with all improvements to be done by Landlord substantially completed, by the date set forth above; and in such case, unless Tenant caused the delay, the Rent Commencement Date of this Lease shall be delayed until Landlord can deliver possession of the Premises to Tenant with such work substantially completed, and the termination date of this Lease shall be deferred for an equal amount of time. Landlord and Tenant presently anticipate that the Rent Commencement Date will occur on or about the date which is One Hundred Twenty (120) days after the Commencement Date (the "Estimated Rent Commencement Date"). In the event the Rent Commencement Date has not occurred by the date which is One Hundred Fifty (150) days after the Commencement Date, Tenant shall be entitled to a credit of two and one-half (2.5) days of free Rent for every one (1) day of delay in delivery by Landlord after the One Hundred Fiftieth (150) day following the Commencement Date.

Landlord shall not be deemed to have made any promises to improve the Premises or any representation or warranty as to the condition of the Premises unless stated in a separate work letter signed by Landlord and Tenant and Tenant hereby accepts the Premises in the "as-is, where-is, with all faults" condition. Tenant's taking possession of the Premises shall be conclusive evidence that the Premises were in good order and satisfactory condition when Tenant took possession.

Tenant shall have access to the Premises beginning on the Commencement Date in order to coordinate installation of its telephone and data equipment, wiring, furniture, and other related infrastructure items with the contractor handling the Work pursuant to Exhibit A-2 of this Lease. In no event shall Tenant interfere with the contractor or such interference shall be deemed a Tenant Delay Day under Exhibit A-2. Furthermore, Landlord represents and warrants to Tenant that Tenant shall have full access to the Server Room at the Premises on or before August 15th, 2010, but such early access shall not constitute the Rent Commencement Date. Tenant agrees to assume the cost of all electricity service for the Premises beginning on the date on which Tenant takes access to the Server Room through the date on which a Certificate of Occupancy is issued for the Premises. The costs of the electricity paid by Tenant during this interim period shall not exceed \$750. Any electricity costs exceeding \$750 will be paid by Landlord. After a Certificate of Occupancy has been issued for the Premises, Tenant will place electricity service in Tenant's name and thereafter, Tenant will be responsible for all electricity related expenses for the Premises.

### 3. RENT.

A. Base Rent. Tenant agrees to pay Landlord, without setoff or demand, the Annual Base Rent for the Premises, payable in monthly installments equal to the Monthly Base Rent on or before the first day of each month of the Term. In addition, Tenant shall pay Landlord Tenant's Proportionate Share of the Expenses (as hereinafter defined) for the Building incurred by Landlord each year during the Term, as additional rent hereunder; provided, however, if the Building is not fully leased during any year, Landlord may adjust the Expenses to what they would reasonably be expected to have been if the Building were ninety-five (95%) leased. Any and all sums and amounts due and payable by Tenant to Landlord under or pursuant to this Lease shall constitute "Rent" for all purposes hereunder. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on any check submitted by Tenant or any letter accompanying a check from Tenant be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease.

B. Additional Rent. Landlord shall estimate the amount of Expenses for each year, and Tenant shall pay Landlord 1/12<sup>th</sup> of Tenant's Proportionate Share of such estimate on the first day of each month during the year. As soon as reasonably possible after the end of each year, Landlord shall provide Tenant with an itemization of the Expenses incurred during such year. If the estimated payments by Tenant were less than the amount due Landlord as shown on such itemization, Tenant shall pay Landlord such deficiency within thirty (30) days after receipt of such itemization; and, if the estimated payments by Tenant were more than the amount due Landlord, Landlord shall credit such excess against the next rent payments due from Tenant or, if the Term has already ended, pay such excess to Tenant within thirty (30) days of such receipt. For purposes hereof, Expenses shall mean Taxes (as hereinafter defined) and Operating Expenses (as hereinafter defined). The term "Operating Expenses" shall mean the actual cost incurred by Landlord with respect to the operation, maintenance, repair and

replacements (non-capital in nature unless otherwise permitted by this Section) and administration of the Building, including, without limitation or duplication, rubbish removal from Common Areas; general landscaping and maintenance; window washing; electricity, water, fuel and lighting for the Common Areas; management fees not to exceed 4% of gross rents for the Building per year); protection and security services; repairs, replacements as qualified above, and maintenance, fire, extended coverage, public liability and property damage insurance (including loss of rental income insurance); supplies; wages, salaries, disability benefits, pensions, hospitalization, social security, unemployment taxes, retirement plans and group insurance respecting service and maintenance employees and management staff; accounting and administrative staff; expenses imposed pursuant to any collective bargaining agreement with respect to such employees with respect only to those employees who are solely working for the Building and on Building matters and/or the pro-rata portion of such employees when working on Building matters, all of which shall be at fair market rates as determined by comparison to other similarly situated employees in the general area; fees of independent contractors; sales, use and other similar taxes; water rates and sewer charges and personal property taxes; advertising, public relations and promotions; depreciation of movable equipment and personal property which is, or should be, capitalized, as well as the cost of maintaining all such movable equipment, and any other costs, charges and expenses which, under commercially reasonable accounting principles and practices, would be regarded as maintenance and operating expenses, and the cost of any capital improvements made to the Building by Landlord after the Commencement Date that reduce other Expenses, or are required under any governmental law or regulation that was not applicable to the Building at the time constructed, such cost to be amortized over their useful life (and only the amortized portion shall be included in Operating Expenses) as Landlord shall determine (consistent with commercially reasonable accounting principals and practices). The term "Taxes" shall mean the amount paid or payable by Landlord for all ad valorem real property taxes and assessments, special or otherwise, levied upon or with respect to the Building, or the rent and additional charges payable hereunder, imposed by any taxing authority having jurisdiction. Taxes shall also include all taxes, levies and charge which may be assessed, levied or imposed in replacement of, or in addition to all or any part of ad valorem real property taxes as revenue sources, and which in whole or in part are measured or calculated by or based upon the Building, the freehold and/or leasehold estate of Landlord or Tenant, or the rent and other charges payable hereunder. Taxes shall include any expenses incurred by Landlord in determining or attempting to obtain a reduction of Taxes. Expenses shall not include (a) the costs of capital improvements (other than those to save or reduce operating expenses or comply with laws, which shall be amortized over their useful life as set forth above), (b) costs of tenant alterations or any leasing expenses, (c) payments on mortgages, deeds of trust and ground leases, (d) casualty losses to the extent covered by the net proceeds of insurance, (e) income and franchise taxes, or (f) salaries and benefits paid to any employee above the grade of building manager. Tenant, at its sole cost and expense, shall have the right to inspect Landlord's books and records relative to the Expenses and make any objection thereto provided Tenant gives written notice of such objection within thirty (30) days after receipt of Landlord's annual itemization, and Tenant waives the right to challenge any Expenses not objected to within such thirty (30) day period. If Tenant timely objects to any Expenses, the issue shall be conclusively determined by an accounting firm selected by Landlord, and reasonably approved by Tenant, and the costs of any audit or review shall be at the sole cost and expense of Tenant unless a variation of five percent (5%) or greater is discovered, in which case Landlord shall bear the costs of the audit.

Notwithstanding the foregoing, for purposes of determining Tenant's share of Operating Expenses during the Lease Term, the Operating Expenses which are controllable by Landlord (the "Controllable OE") shall not exceed the Controllable OE for the first (1st) calendar year of the Term increased at a rate of five percent (5%), compounded annually. There shall be no such limitation with respect to taxes, insurance, utilities, weather related cleanup, and any other Operating Expenses which are not within Landlord's reasonable control or for which Landlord cannot obtain competitive bids.

Standard exclusions from Expenses will include, but not necessarily be limited to:

- Initial costs of the Building
- Debt service
- Ground lease rental and related costs
- Specific costs for specific tenants
- Costs reimbursed by insurance proceeds, condemnation awards, warranties and services contracts or any tenant of the Building
- Commissions, fees in lieu of commissions or any other costs associated with procuring tenants for the Building or Project
- Salaries of officers, executives or partners of Landlord above the level of Building Manager
- any cost included in Expenses representing an amount paid to an employee or agent of Landlord which is in excess of the amount which would have been paid on an arms length basis in the absence of such relationship;
- Non-cash items (depreciation)
- Capital items of any kind or nature or any "reserve" for same unless amortized as outlined above



- Legal fees related to leasing the Building
- Electricity for which any tenant is separately metered or sub metered and pays Landlord directly or pays directly to the public service company
- Late payment fees and tax penalties
- Costs of sculptures, paintings or other objects of art
- Bad debt or rent loss Costs for entertainment, gifts, dining, travel, etc.

C. Payment of Rent. All rent due hereunder shall be payable in U.S. funds without prior written notice or demand and without any right of deduction or offset and shall be payable to Landlord at the address specified by Landlord.

D. Rent Due Date. All rent due hereunder shall be payable on the first (1st) day of each month (and for any portion of a calendar month at the beginning or end of the Term) without prior written notice or demand and without any right of deduction or offset and shall be payable to Landlord at the address specified by Landlord. If any rent or other amounts due under this Lease are not received by Landlord within five (5) days of its due date, Tenant shall pay Landlord a late charge of five percent (5%) of the amount not received when due and any amount which is not received by the date due shall bear interest from the date due to the date received at the rate of four percent (4%) over the Prime Rate established by the Wall Street Journal or any substitute therefore at the time of the late payment or the maximum rate permitted by law, whichever is lower.

#### 4. SECURITY DEPOSIT. *INTENTIONALLY DELETED*

#### 5. USE OF PREMISES; SIGNAGE; PARKING.

A. Use. The Premises shall be occupied and used by Tenant exclusively as office space in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any governments having jurisdiction over the Premises. Tenant covenants and agrees to (a) use the Premises in a safe, careful and lawful manner and in conformance with all rules and regulations imposed by Landlord from time to time, (b) keep the Premises, including all building fixtures located therein and all parking areas, driveways, truck aprons, loading docks and grounds surrounding the Premises, in good order and condition and not disturb any other tenants in the Building or create any nuisances, including odors and noises which would disrupt other tenants in the Building normal wear and tear exempted, (c) upon twenty four (24) hours prior written notice, permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs and alterations, and so long as the Premises are still occupied by Tenant, for the purposes of inspecting and showing the Premises during the last six (6) months of the tenancy, (d) except for repairs required to be made by Landlord under this Lease, make and pay for all repairs to the Premises, including any windows or plate glass, exterior doors, special storefronts and office entries, interior improvements, fixtures and utility lines (including the Tenant's sanitary sewer lateral line up to the Building main), and (e) make all arrangements directly with the appropriate utility companies for all utilities to the Premises, not use any utilities other than for normal usage in the ordinary course of business (washing of vehicles is prohibited), and pay all fees, expenses and charges incurred with respect thereto, including any connection fees, the costs of separate meters and any service fees. In addition, Tenant shall be solely responsible for any security systems in connection with the Premises, and Landlord shall have no obligation in connection therewith. Tenant agrees to provide Landlord with keys or key card access to all doors within the Premises.

Tenant shall bear the risk of complying with Title III of the Americans With Disabilities Act of 1990, any state laws governing handicapped access or architectural barriers, and all rules, regulations, and guidelines promulgated under such laws, as amended from time to time (the "**Disabilities Acts**") in the Premises. Landlord shall bear the risk of complying with the Disabilities Acts for the exterior of the Building (subject to reimbursement as set forth in Section 3(b) above), other than compliance that is necessitated by the use of the Premises or as a result of any alterations or additions to the Premises made by Tenant (which risk and responsibility for compliance within the Premises shall be borne by Tenant).

B. Signage. At Tenant's sole cost and expense, Tenant shall have the right to install building, monument and lobby signage, the maximum allowable under the city ordinances. Tenant is responsible for ensuring such signage shall be in compliance with all applicable municipal laws and regulations, Tenant shall remove such signage upon the expiration or earlier termination of this Lease and immediately repair any damage caused by such removal.

C. Parking. Tenant shall be provided with the right to use four and one-half (4.5) unassigned spaces per each 1,000 rentable square feet leased by Tenant, in such areas or spaces (the "Non-Exclusive Parking"). The Non-Exclusive Parking shall be available for use by Tenant on a "non-reserved" and "space available" basis during regular Business Hours. Tenant shall have the right to designate up to seven (7) spots in front of the Premises for visitor parking exclusively for Tenant (the "Exclusive Parking Spaces"). All costs and expenses related to the Exclusive Parking Spaces, including the installation of any signage designating the Exclusive Parking Spaces, shall be at Tenant's sole cost and expense, and any signage shall comply with all municipal sign ordinances.

6. **HAZARDOUS MATERIALS.** The Tenant agrees that it will not discharge, release, generate, store, place, hold, produce, deposit or dispose of any Hazardous Material (defined hereinafter) on, under or at the Premises or the Building, except in accordance with all laws, rules and regulations, and that it will not use the

Premises or the Building as a treatment, storage, or disposal site for any Hazardous Material, except in accordance with all laws, rules and regulations. At least once per calendar quarter, Tenant shall provide Landlord with a list of all Hazardous Material which is being used by Tenant within the Premises. Tenant shall comply with all Environmental Laws at all times. For purposes of this Lease, "Hazardous Material" means and includes any hazardous substance, pollutant or contaminant, and/or any medical wastes and/or dangerous materials or substances, as now or hereafter defined as such in the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other Federal, state or local law ("Environmental Laws"). Tenant hereby indemnifies, defends and holds the Landlord harmless against any and all losses, liabilities, damages, injuries, costs, expenses and claims (including without limitation, court costs and attorneys' fees) which at any time may be incurred by Landlord as result of (A) a breach or violation by Tenant of any Environmental Laws, (B) the introduction into the Premises or Building of any Hazardous Materials by or on behalf of Tenant, its employees, agents, contractors, licensees or invitees, or (C) any breach of this Section 6 by Tenant. The provisions set out in this paragraph shall survive the termination of this Lease.

The Landlord is providing a generator and a one thousand (1,000) gallon above-ground fuel tank for the exclusive use of the Tenant. Landlord shall indemnify and hold the Tenant harmless from any liability for the use of the generator and the above-ground fuel tank prior to the Commencement Date of this Lease. Tenant shall indemnify and hold harmless the Landlord from any liability for the use of the generator and above-ground fuel tank after the Commencement Date of this Lease, including any and all claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from Tenant's use of the generator and/or above-ground fuel tank or arising from alleged injury or threat of injury to health, safety or the environment due to Tenant's use of the generator and/or above-ground fuel tank, but such indemnification by Tenant shall only be to the extent that any contamination or injury is caused by Tenant or Tenant's use of the generator and/or above ground fuel tank.

7. **REPAIR AND MAINTENANCE OF BUILDING.** During the term of this Lease, Landlord shall maintain the foundation, exterior walls (excluding windows, plate glass, doors, dock doors, special storefronts and office entries) and roof of the building in which the Premises is located, except for reasonable wear and tear and repairs rendered necessary by the negligence or willful misconduct of Tenant, Tenant's agents, employees, invitees, licensees and contractors. Subject to reimbursement as provided herein, Landlord shall maintain in good order and repair the landscaped areas, paved parking areas and paved driveways surrounding the Building and shall be responsible for exterior painting as well as maintenance of exterior common water and sewer lines. Landlord reserves the right to modify the Building to comply with applicable laws; and the cost of such modifications shall be amortized over the useful life thereof and included in Expenses, unless such modifications where necessitated by Tenant's particular use of the Premises in which case Tenant shall promptly reimburse Landlord for the cost thereof upon demand. Landlord shall be under no obligation to inspect the Building and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant that Landlord is required hereunder to repair.

Landlord agrees to deliver the HVAC system, the generator, and all systems (plumbing, electric, etc.) serving the Premises in good working order as of the Commencement Date.

In addition, Tenant shall be solely responsible for the maintenance, repair and replacement of the HVAC System which may arise from Tenant's use of the Premises. Tenant agrees to maintain the HVAC System pursuant to Exhibit "D" attached hereto and made a part hereof. Landlord agrees that Tenant's obligation for maintenance, repair and replacement costs related to the HVAC System incurred by Tenant shall be capped at One Thousand Five Hundred and No/100 Dollars (\$1,500.00) annually per unit of the HVAC System. Landlord shall pay all repair and maintenance costs of the HVAC System in excess of Tenant's cap set forth above.

Notwithstanding the foregoing, however, the cap on Tenant's HVAC System costs are solely for the HVAC System serving the Premises, and the cap does not apply to any costs associated with the two (2) Liebert units which are used in connection with the server room at the Premises. Tenant shall be solely responsible for all maintenance, repair and replacement of the two (2) Liebert units during the term of the Lease.

At the election of Tenant which must be given to Landlord no later than thirty (30) days prior to the Rent Commencement Date, Landlord will provide for janitorial service for the Premises, at a cost of \$14,786.00 annually. The scope of such janitorial service is outlined on Exhibit "G" attached hereto and incorporated herein by reference. In the event Tenant wishes for Landlord to provide janitorial service, Tenant shall provide written notice of same to Landlord, and thereafter, Tenant shall pay the additional sum of \$1,231.16 monthly to Landlord, as Additional Rent, for such janitorial services.

8. **ALTERATIONS OR IMPROVEMENTS.** After the Rent Commencement Date, Tenant may make alterations or improvements to the Premises, but only with the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, provided that the alterations or improvements in question (a) cost less than \$5,000.00, (b) are not visible from the exterior of the Premises, and (c) do not materially affect the structure of the building in which the Premises is located or materially increase the usage of utilities or Landlord's Operating Expenses. Such alterations or improvements shall be made by a contractor reasonably acceptable to Landlord, in accordance with all applicable laws and building codes, in a good and workmanlike manner and shall comply with all reasonable requirements of Landlord. Tenant shall promptly repair any damage to the Premises or to the Building in which the Premises caused by any such alterations or improvements. Tenant shall promptly pay all costs attributable to such alterations and improvements as well as any repairs to the Premises performed by or on behalf of Tenant and provide Landlord with proof of payment for same, and Tenant shall indemnify Landlord against any mechanics' liens or other liens or claims filed or asserted as a result thereof. Tenant

shall, unless Landlord otherwise elects, remove any alterations made after the Rent Commencement Date by Tenant and restore the Premises to their original condition by the expiration date of this Lease or upon the earlier termination of this Lease; provided, however, that if Landlord elects prior to such expiration date or earlier termination of this Lease, such alterations shall become the property of Landlord as of the expiration date or earlier termination of this Lease and shall be delivered up to Landlord with the Premises. Any trade fixtures and personal property installed on the Premises by Tenant at its own expense may and, at the request of Landlord, shall be removed on the termination of this Lease, provided that Tenant is not then in default and repairs at its own expense any and all damage to the Premises resulting from such removal. Unless otherwise agreed in writing by Landlord prior to termination of the Lease, upon termination of the Lease the Tenant shall remove, at Tenant's sole cost and expense, any submeters and any data and/or voice network wiring and cabling which was installed to serve the Premises by or on behalf of Tenant, whether such wiring and cabling is located within the Premises or within chases or other common areas in the Building through which such data and/or voice network wiring and cabling has been installed to serve the Premises.

Landlord reserves (a) the right from time to time to make changes, alterations, additions, improvements, repairs or replacements in or to the Building, provided such changes do not reduce the usable square footage of the Premises, nor unreasonably interfere with Tenant's operations (including the Premises) and the fixtures and equipment thereof, as well as in or to the other parts of the Building, and the addresses, suite numbers, names and locations of streets and street entrances to the parking areas, and to erect, maintain, and use pipes, ducts and conduits in and through the Premises, all as Landlord may reasonably deem necessary or desirable, (b) the right to eliminate, substitute and/or rearrange the Common Areas (which may theretofore have been so designated) as Landlord deems appropriate in its reasonable discretion, (c) the right from time to time to construct additional stories onto the Building and (d) the right from time to time to construct additional buildings; provided, in the case of (b), (c) and (d), such changes will not unreasonably interfere with Tenant's operations (including the Premises) and the fixtures and equipment thereto.

## 9. INSURANCE; WAIVERS; SUBROGATION; INDEMNITY.

A. Insurance. Tenant shall procure and maintain at its own expense and throughout the Term the following insurance policies:

(1) Commercial general liability insurance, on an occurrence basis, which shall afford at a minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate and product and completed operations aggregate or such other amounts as Landlord may from time to time reasonably require, against all liability for injury to or death of a person or persons or damage to property arising from the use, occupancy or maintenance of the Premises and the Building. This coverage shall include blanket contractual liability, broad form property damage and shall contain an exception to any pollution exclusion which insures damage or injury arising out of heat smoke or fumes from a hostile fire;

(2) Business auto liability which insures against bodily injury and property damage claims arising out of the ownership, maintenance or use of "any auto". A minimum of \$1,000,000 combined single limit per accident shall apply;

(3) Worker's compensation and employer's liability insurance. Workers compensation insurance in statutory limits is required for all employees. The employer's liability insurance shall afford limits not less than \$1,000,000 per employee, \$1,000,000 per accident, and \$1,000,000 policy limit for bodily injury by disease;

(4) All risk property insurance covering the full replacement value of Tenant's fixtures and personal property and improvements or betterments, and other property (including property of others) in the Premises, which coverage shall name Landlord as loss payee as respects Landlord's interest in any improvements or betterments and shall include business income and extra expense insurance with limits not less than 100% of Tenant's gross revenue from the Premises for a period of eighteen (18) months. Landlord will not carry insurance on Tenant's property or improvements to the Premises made by Tenant;

(5) Umbrella excess liability insurance, on an occurrence basis, that applies excess of required commercial general liability, business auto liability, and employers liability policies with a minimum limit of \$3,000,000 each occurrence and annual aggregate. The umbrella insurance coverage limit shall be in addition to those limits stated for the commercial general liability, business auto liability, and employers liability policies; and

(6) Insurance against such other perils and in such amounts Landlord may from time to time reasonably require.

Tenant shall furnish to Landlord certificates of such insurance, affording additional insured and loss payee status as required below, and such other evidence satisfactory to Landlord of the maintenance of all insurance coverages required hereunder prior to delivery of possession of the Premises and thirty (30) days prior to each renewal date. Tenant shall not cancel such policy without thirty (30) days' prior notice to Landlord. Prior to the expiration or cancellation of any such policy, Tenant shall supply Landlord with a substitute therefore or with evidence of payment of premiums therefore. Within thirty (30) days of any cancellation of any such policy by the carrier, Tenant shall replace such cancelled policy with another of commercially available equivalent coverage and terms at Tenant's sole expense. All such insurance policies shall be: (i) in form, and issued by companies licensed to do business in the state in which the property is located with a minimum Best's Rating of "A- XII" or better, unless

otherwise approved and reasonably satisfactory to Landlord; (ii) be endorsed to be primary to all insurance available to Landlord, with Landlord's being excess, secondary or noncontributory; (iii) contain only standard and/or usual exclusions or restrictions; (iv) have a deductible or self-insured retention of no more than \$25,000.00 unless approved in writing by Landlord; (v) provide that the policies cannot be canceled, non-renewed, or coverage materially reduced except after at least 30 days' prior notice to Landlord; (vi) contain a "severability of interest" clause or endorsement which precludes the insurer from denying the claim of either Landlord or Tenant because of the negligence or other acts of the other; and (vii) name Landlord, Landlord's agents and their respective affiliates and Landlord's mortgagee as additional insureds. The term "Affiliate" shall mean any person or entity, directly or indirectly, controlling, controlled by, or under common control with the party in question. In the event that Tenant fails to provide evidence of required insurance, within ten (10) days following Landlord's request thereof, Landlord shall be authorized (but not required) to procure such coverage in the amount stated with all costs thereto to be chargeable to Tenant and payable upon written invoice thereof. The limits of insurance required by this Lease, or as carried by Tenant, shall not limit the liability of Tenant or relieve Tenant of any obligation hereunder except to the extent provided for in Section 9(D). Any deductibles selected by Tenant shall be the sole responsibility of Tenant. Tenant shall also obtain such other standard insurance or any changes or endorsements to the insurance required herein, including increased limits of coverage as any mortgagee of Landlord, may reasonably require from time to time. Such changes will be made to conform to common insurance requirements for similar properties in similar geographic locations.

Tenant shall ensure that all of Tenant's contractors performing work on or about the Premises have in place a commercially reasonable policy of general liability insurance and workers compensation insurance and that Landlord and Landlord's mortgagee are named as additional insured under such policy. In the event Landlord is to be named as an additional insured under such a policy pursuant to the provisions hereof, Tenant shall cause a certificate of liability insurance to promptly be delivered to Landlord in connection with any such policies.

B. Mutual Waiver of Subrogation. All policies of insurance carried or maintained pursuant to this Lease shall contain or be endorsed to contain a provision whereby the insurer waives all rights of subrogation against both Tenant and Landlord, as the case may be, provided such a provision shall be obtainable. If insurance policies with such waiver of subrogation provisions shall not be obtainable, then the provisions relating to waiver of subrogation as contained in this Section 9 shall have no effect during such time as such insurance policies with waiver of subrogation provisions shall not be obtainable. If any provision relating to waiver or subrogation as set forth in this Section 9 shall contravene any present or future law with respect to exculpatory agreements, the liability of the party affected shall be deemed not released but shall be secondary to the other's insurer.

C. Tenant's Waiver of Claims. To the extent permitted by Law, Tenant waives all claims, actions, recoveries and causes of action it may have against Landlord, its agents (including partners, both general and limited, trustees, officers, directors and employees) for any injury, loss, cost or damage to persons or to the Premises or any other casualty, to the extent such claim is or would be covered by any insurance that Tenant is required hereunder to carry, regardless of cause or origin. Particularly, but not in limitation of the foregoing sentence, all property belonging to Tenant or any occupant of the Premises or the Building will be there at the risk of Tenant or other person only, and Landlord or its agents or employees will not be liable for damage to or theft of or misappropriation of such property, nor for any damage to property resulting from fire, explosion, flooding of basements or other subsurface areas, falling plaster, steam, gas, electricity, snow, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place or resulting from dampness or any other cause whatsoever, nor for any latent defect in the Premises or in the Building, to the extent that such claim is or would be covered by any insurance that Tenant is required hereunder to carry. Provided, however, that this release shall be applicable only with respect to loss or damage occurring during such time as Tenant's policies of insurance contain a clause or endorsement (which Tenant shall make best efforts to obtain) to the effect that any such release shall not adversely affect or impair such policies or prejudice the right of the Landlord to recover thereunder.

D. Landlord's Waiver of Claims. To the extent permitted by Law, Landlord waives all claims, actions, recoveries and causes of action it may have against Tenant, its agents (including partners, both general and limited, trustees, officers, directors and employees) for injury, loss, cost or damage to persons or to the Premises or any other casualty, to the extent that such claim is covered by any property insurance which Landlord carries under this Lease; provided, however, that this release shall be applicable only with respect to loss or damage occurring during such time as Landlord's policies of insurance contain a clause or endorsement to the effect that any such release shall not adversely affect or impair such policies or prejudice the right of the Landlord to recover thereunder.

E. Tenant's Indemnity. Subject to the insurance requirements, releases and mutual waivers of subrogation set forth herein, and except to the extent caused by Landlord's gross negligence or willful misconduct, Tenant shall indemnify, defend and hold harmless Landlord and Landlord's agents and their respective officers, directors, beneficiaries, shareholders, partners, employees, agents (the "Parties Indemnified by Tenant") from and against any and all loss, damage, claim, demand, liability or expense (including reasonable attorneys' fees actually incurred) to or for any person or property, whether based on contract, tort, negligence or otherwise, arising directly or indirectly out of or in connection with the condition of the Premises, the use or misuse thereof by Tenant or any other person, the acts or omissions of Tenants, its licensees, servants, agents, employees or contractors, the failure of Tenant to comply with any provision of this Lease, or any other event on or relating to the Premises, whatever the cause. The provisions of this paragraph will survive the expiration or sooner termination of this Lease.

F. Landlord's Indemnity. Subject to the insurance requirements, releases and mutual waivers of subrogation set forth herein, and except to the extent caused by Tenant's gross negligence or willful misconduct, Landlord shall indemnify, defend and hold harmless Tenant and Tenant's agents and their respective officers, directors, beneficiaries, shareholders, partners, employees, agents and contractors (the "Parties Indemnified by Landlord") from and against any and all loss, damage, claim, demand, liability or expense (including reasonable

attorneys' fees actually incurred) resulting from claims by third parties and based on any negligent acts or omissions of Landlord, its employees, agents and contractors in connection with the common areas of the Building. Landlord will have the right and obligation to assume the defense of any claim covered by this indemnity on behalf of both itself and the Parties Indemnified by Landlord, and the Parties Indemnified by Landlord may not settle such claim without the consent of Landlord, provided (i) Landlord acknowledges to the Parties Indemnified by Landlord in writing that it is responsible for such claim under the terms of this paragraph and (ii) the lawyers selected by Landlord to handle such defense are reasonably satisfactory to the Parties Indemnified by Landlord and such representation does not result in a conflict of interest for such lawyers. The Parties Indemnified by Landlord may participate in the defense of such claim at their own expense unless Landlord is not representing the Parties Indemnified by Landlord in which case the reasonable expense of the Parties Indemnified by Landlord in defending against such claim will be paid by Landlord. The provisions of this paragraph will survive the expiration or sooner termination of this Lease.

10. **DAMAGE AND DESTRUCTION.** If either the Building or the Premises should be partially or wholly destroyed or damaged by fire or other casualty and such damage or destruction cannot in Landlord's reasonable judgment be substantially repaired within one hundred twenty days (120) days from the date on which a building permit is issued to repair such damage or destruction, then Landlord shall so notify Tenant within thirty (30) days of the date of such casualty and either party hereto may, at its option, terminate this Lease by giving written notice thereof to the other party within thirty (30) days after the date of Landlord's notice. In such event, rent shall be apportioned to and shall cease as of the date of such casualty. If neither party exercises this option or if the Building or the Premises should be damaged by fire or other casualty which can be repaired within one hundred twenty days (120) days from the date on which a building permit is issued to repair such damage, then the Premises shall be restored at Landlord's expense to substantially the same condition as they were prior to the casualty, provided that, if Tenant has made any alterations or improvements to the Premises, Tenant shall deposit with Landlord prior to the commencement of repairs the cost of reconstructing such alterations or improvements. Rent shall be abated for the damaged portion of the Premises from the date of the casualty until substantial completion of the repairs to the Premises, excluding Tenant's alterations and improvements.

11. **EMINENT DOMAIN.** If a material part of the Premises shall be taken by a governmental or other authority having the power of eminent domain or shall be conveyed to such authority in lieu of such taking, as determined by Landlord in its reasonable discretion, this Lease shall terminate as of the date of such taking. If less than a material part of the Premises shall be taken or conveyed and Tenant is able to use the remaining Premises for its purposes, then this Lease shall be terminated only as to the part taken or conveyed, and Landlord shall make such repairs as may be necessary to render the part not taken or conveyed tenantable, and the rent shall be reduced proportionate to the amount (based on square footage) of the Premises taken. All compensation awarded for such taking or conveyance shall be the property of Landlord, and Tenant shall have no claim to such compensation, provided, however, Tenant shall have the right to recover from such authority but not from Landlord, such compensation as may be awarded to Tenant on account of moving and relocation expenses.

12. **SUBLEASE OR ASSIGNMENT.** Tenant may not assign, mortgage, pledge or otherwise transfer this Lease (whether voluntarily or by operation of law), in whole or in part, nor shall all or part of the Premises be sublet without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, provided that the assignee or sublessee (a) is not an existing tenant or a party with whom Landlord is negotiating to become a tenant; (b) is reasonably creditworthy given the nature and extent of the liabilities being undertaken; (c) will not materially increase usage of parking, utilities or other services; (d) has a use that is allowed by the current zoning for the Premises; and (e) has a use which is compatible with the other uses within the Building, in Landlord's reasonable discretion. In the case of an assignment or transfer, such assignee shall execute and deliver to Landlord an agreement whereby such assignee shall assume all of the obligations of Tenant under this Lease; but no such assignment or transfer shall release Tenant from its obligations hereunder, and Tenant shall continue to be liable to Landlord for Tenant's obligations under this Lease. In the case of a proposed sublease or assignment Landlord shall at its option either (a) receive from Tenant 50% of the excess, on a square footage basis, which the assignee or subtenant pays Tenant over the amount which Tenant is obligated to pay Landlord as rent pursuant to this Lease, or (b) have the right (but not the obligation) to terminate this Lease by written notice to Tenant, which termination shall take effect ninety (90) days after Landlord has so notified Tenant. Tenant shall be deemed to have assigned its interest hereunder within the meaning of this Section if fifty percent (50%) or more of the direct or indirect interests in the Tenant are transferred by any means to any third party. If this Lease is assigned or if any part of the Premises is sublet, Landlord may, after default by Tenant, collect rent from the assignee or subtenant and apply the net amount collected to the rent herein reserved but no such collection shall be deemed a waiver or release by Landlord of any of Tenant's obligations in this Lease. Furthermore, in the event Tenant shall request Landlord's consent to an assignment of this Lease or subletting of the Premises, Tenant shall pay Landlord, as a condition to obtaining Landlord's consent, the reasonable costs and expenses incurred by Landlord to review and/or prepare documents in connection with such assignment or sublease (including Landlord's reasonable attorneys' fees), which costs shall be capped at Five Hundred and 00/100 Dollars (\$500.00) per request, regardless of whether such assignment or sublease is consummated by Tenant.

Notwithstanding the foregoing, Tenant shall have the absolute right to assign this Lease to any affiliate of URS Corporation, the North Carolina Turnpike Authority, or any successor governmental agency to the North Carolina Turnpike Authority without the prior consent of Landlord and without the requirement of a consent fee paid to Landlord (each an "Approved Assignment"). Landlord shall not share in any excess rents in the event of an Approved Assignment. However, Tenant shall provide written notice of such assignment to Landlord no later than ten (10) days prior to the effective date of any such assignment.

13. **RELOCATION OF TENANT.** *Intentionally Deleted.*



14. SUBORDINATION. This Lease and all of the rights of Tenant hereunder are subject and subordinate at all times to all deeds of trust, deeds to secure debt, ground leases or mortgages (collectively, a "mortgage") which may now or hereafter affect the Building, and to all renewals and modifications thereof; provided, however, if the holder of any mortgage elects in writing to have this Lease superior to its mortgage, then this Lease shall be superior to such mortgage. Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of the exercise of power of sale under, any mortgage covering the Premises and/or the Building, at the election of the purchaser at any such sale, attorn to such purchaser and recognize such purchaser as the Landlord hereunder.

15. TENANT'S DEFAULT. The occurrence of any one or more of the following events shall be a default under this Lease by Tenant: (a) Tenant fails to pay any installment of rent within five (5) days after the same shall be due and payable; (b) Tenant fails to perform or observe any of its covenants or obligations under this Lease for a period of ten (10) days after written notice thereof from Landlord; provided, however, that if such covenant or obligation is of such nature that the same cannot reasonably be cured within ten (10) days and if Tenant commences such performance within said ten (10) day period and thereafter diligently undertakes to complete the same, then such failure shall not be a default hereunder if it is cured within thirty (30) days following Landlord's notice; (c) Tenant vacates or abandons the Premises or ceases doing business in the Premises, or (d) a petition in bankruptcy, insolvency or for reorganization or arrangement is filed by or against Tenant or any guarantor of Tenant's obligations under this Lease pursuant to any Federal or state statute, and, with respect to any such petition filed against it, Tenant or such guarantor fails to secure a stay or discharge thereof within sixty (60) days after the filing of the same; or (e) Tenant shall repeatedly fail to pay rent when due or any other charges required to be paid, or shall repeatedly default in keeping, observing or performing any other covenant, agreement, condition or provision of this Lease, whether or not Tenant shall timely cure any such payment or other default. For the purposes of subsection (e) hereunder, the occurrence of similar defaults (including failure to pay rent under subsection (a) above) two (2) or more times during any twelve (12) month period shall constitute a repeated default.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

A. Landlord may re-enter the Premises and perform any obligations and/or take any actions which Tenant has failed to perform, in which event Tenant shall reimburse Landlord as additional rent for any reasonable cost and expenses which Landlord may incur in connection therewith; and Landlord shall not be liable to Tenant for any loss or damage which Tenant may sustain by reason of Landlord's action, unless caused by Landlord's gross negligence or willful misconduct.

B. Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event Tenant shall immediately thereafter surrender the Premises to Landlord; and Landlord may re-enter the Premises and dispossess Tenant or any other occupants of the Premises and their property by summary proceedings, ejectment or otherwise. If Landlord terminates this Lease, Tenant shall immediately pay Landlord all rent which would have been due under this Lease for the balance of the term, less the reasonable rental value of the Premises as determined by Landlord in its sole discretion based upon leases completed in the Building in the preceding twelve (12) month period. If Landlord elects to terminate Tenant's right to possession without terminating the Lease, Tenant shall pay to Landlord the difference between the rent provided for herein and that provided for in any lease covering a subsequent re-letting of the Premises, for the period which would otherwise have constituted the balance of the term of this Lease. Tenant shall also pay all of Landlord's costs and expenses for preparing the Premises for re-letting, including all repairs, broker's and attorney's fees, and all loss or damage which Landlord may sustain by reason of such termination, re-entry and re-letting, it being expressly understood and agreed that the liabilities and remedies specified above are in addition to any other remedies available to Landlord under applicable law and shall survive the termination of this Lease or termination of Tenant's right to possession under this Lease. Should Landlord elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises, for the remainder of the term hereof, or for such longer or shorter periods as Landlord shall deem advisable, on such terms as Landlord deems appropriate in Landlord's sole discretion; but Landlord shall have no obligation to rent the Premises prior to Landlord's renting any other available space owned by Landlord in the Building.

16. EXCULPATION OF LANDLORD. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, TENANT HEREBY ACKNOWLEDGES AND AGREES THAT: (I) TENANT SHALL LOOK SOLELY TO LANDLORD'S INTEREST IN THE BUILDING FOR THE ENFORCEMENT OF ANY JUDGMENT REQUIRING THE PAYMENT OF MONEY BY LANDLORD TO TENANT, IT BEING INTENDED HEREBY THAT NO OTHER ASSETS OF LANDLORD, OR OF ANY OWNER, SHAREHOLDER, PARTNER, MEMBER, JOINT VENTURER, OFFICER, AGENT OR REPRESENTATIVE OF OR IN LANDLORD (COLLECTIVELY, THE "LANDLORD PARTIES"), SHALL BE SUBJECT TO LEVY, EXECUTION, ATTACHMENT OR ANY OTHER LEGAL PROCESS FOR THE ENFORCEMENT OR SATISFACTION OF THE REMEDIES PURSUED BY TENANT IN THE EVENT OF SUCH DEFAULT OR BREACH, AND THAT LANDLORD AND SUCH LANDLORD PARTIES SHALL HAVE NO PERSONAL LIABILITY UNDER THIS LEASE; (II) IN THE EVENT OF A SALE OR TRANSFER OF THE PREMISES OR BUILDING BY LANDLORD, THE TRANSFEROR SHALL BE RELEASED FROM ALL LIABILITY FOR THE PERFORMANCE OR OBSERVANCE OF LANDLORD'S COVENANTS AND OBLIGATIONS HEREUNDER ARISING OR ACCRUING AFTER THE DATE OF SUCH TRANSFER, AND THE TRANSFEREE SHALL BE DEEMED TO HAVE ASSUMED ALL OF SUCH COVENANTS AND

OBLIGATIONS, IT BEING INTENDED HEREBY THAT, SUBJECT TO THE LIMITATION ON LIABILITY SET FORTH IN CLAUSE (I) HEREOF, SUCH COVENANTS AND OBLIGATIONS SHALL BE BINDING UPON EACH PARTY COMPRISING LANDLORD ONLY DURING ITS PERIOD OF OWNERSHIP OF THE BUILDING; AND (III) TENANT UNDERSTANDS AND ACCEPTS THIS LEASE SUBJECT TO THE LIMITATION OF RECOURSE AND LIABILITY BY TENANT AS SET FORTH HEREIN, AND ACKNOWLEDGES AND AGREES THAT LANDLORD WOULD NOT HAVE ENTERED INTO THIS LEASE WITHOUT THE INCLUSION OF THIS SECTION 16. TENANT REPRESENTS AND WARRANTS TO LANDLORD THAT TENANT IS ENTERING INTO THIS LEASE WITH THE ADVICE OF COUNSEL AND OTHER EXPERTS OF ITS CHOOSING WITH RESPECT TO THE MEANING AND EFFECT OF THE PROVISIONS OF THIS LEASE, INCLUDING SPECIFICALLY BUT WITHOUT LIMITATION THIS EXCULPATION PROVISION.

17. LANDLORD'S INABILITY TO PERFORM. This Lease and the obligation of Tenant to perform all of its covenants and agreements hereunder shall not be impaired nor shall Landlord be in default hereunder because Landlord is unable to fulfill any of its obligations under this Lease, if Landlord is prevented or delayed from so doing by any accident, breakage, repairs, alterations, improvements, strike or labor troubles, or any other cause beyond the reasonable control of Landlord, including, but not limited to, energy shortages, or by reason of any government laws, rules, regulations or orders.

18. MISCELLANEOUS PROVISIONS.

A. Notices. Any notice required or permitted to be given under this Lease or by law shall be given in writing and delivered in person, delivered by reputable overnight courier or mailed by registered or certified mail, postage prepaid to the party who is to receive such notice. Notices shall be sent to the addresses set forth above and shall be effective as of the date it was received if sent by hand delivery, the date of refusal to accept delivery or inability to deliver, or the date of delivery as evidenced by the return receipt or other shipping receipt received by the party sending such notice. Each party may change its notice address hereunder by giving not less than ten (10) days written notice thereof to the other party.

B. Estoppel Certificates: Subordination Agreements. Tenant agrees, at any time and from time to time, upon not less than ten (10) business days prior written notice by Landlord, to execute, acknowledge and deliver to Landlord or Landlord's designee an instrument or statement in writing that is witnessed and notarized (i) certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications stating such modifications), (b) whether there are any defaults under this Lease, and (c) as to such other matters as Landlord may reasonably request (an "estoppel certificate"); and (ii) subordinating this Lease and Tenant's interest in the Premises to any mortgage (a "subordination agreement"). If Tenant fails to deliver any such estoppel certificate or subordination agreement within said ten (10) business days after a written request for the same, Tenant shall and does hereby irrevocably appoint Landlord as Tenant's attorney in fact to execute and deliver such estoppel certificate and/or such subordination agreement.

C. Broker(s). Except for the Broker(s), each party represents and warrants to the other that it has not dealt with any broker or agent in the negotiations for and procurement of this Lease and that no commissions, fees or compensation of any kind are due and payable to any broker or agent as result of its acts. Any fees due the Broker(s) in connection with this Lease shall be paid by Landlord pursuant to its separate agreement with the Broker(s).

D. Governing Law; Venue. This Lease shall be governed by the internal laws of the State of North Carolina. Both parties agree that any litigation between them with respect to this Lease shall be brought solely in the federal or state courts sitting in Raleigh, North Carolina, or in the Superior Court in the County in which the Building is located.

E. Successors and Assigns. Subject to the restrictions on assignment hereunder, this Lease shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

F. Severability. If any provision of this Lease shall be held to be invalid, void or unenforceable, the other provisions hereof shall not be affected or impaired and shall remain in full force and effect.

G. Quiet Enjoyment. As long as Tenant performs all of its obligations hereunder, Tenant shall during the term hereof have the peaceable and quiet enjoyment, possession and use of the Premises without any interference from Landlord or any person claiming by, through or under Landlord, subject to any mortgages, underlying leases or other matters of record to which this Lease is or may become subject.

H. Holding Over. If Tenant remains in possession after expiration of the term (or earlier termination) hereof without written agreement of the parties, Tenant shall be a tenant-at-sufferance upon all the other terms and conditions of this Lease. For a period of thirty (30) days after the termination or expiration, as the case may be, Tenant shall pay daily rent at a rate of one hundred twenty five percent (125%) of the Monthly Base Rent in effect at the end of the Term or earlier expiration for each month or portion thereof that Tenant holds over, and Tenant shall in addition pay for any and all other additional rents hereunder. For the period of thirty one (31) through sixty (60) days after the termination or expiration, as the case may be, Tenant shall pay daily rent at a rate of one hundred fifty percent (150%) of the Monthly Base Rent. In no event shall there be a renewal of this Lease by operation of law due to Tenant's hold over. If Tenant holds over past the expiration or earlier termination of this Lease, Tenant shall also be liable to Landlord for all costs, losses, claims or liabilities (including Landlord's reasonable attorneys' fees)

which Landlord may incur as a result of Tenant's failure to surrender possession of the Leased Premises to Landlord upon the expiration or earlier termination of this Lease.

I. Surrender of the Premises. Upon the expiration or earlier termination of this Lease, or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense.

J. Complete Agreement. Amendments. This Lease constitutes the entire agreement between the parties hereto and supersedes all previous understandings and agreements between the parties, if any; and it may not be amended except by a written instrument executed by both parties hereto.

K. Non-Waiver of Default. The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, nor affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default and breach of this Lease shall be held to be a waiver of any other default and breach.

L. Waiver of Jury Trial: Attorneys' Fees. Both parties waive any right to trial by jury. If there is litigation between Landlord and Tenant with respect to this Lease, the losing party shall pay the prevailing party's reasonable and actual expenses in such litigation, including its court costs and reasonable attorneys' fees. As used in this Lease, the phrase "attorney's fees," "reasonable attorney's fees" or words of similar import shall mean fees and expenses actually incurred at customary hourly rates without regard to any statutory presumption.

M. No Option. Submission of this instrument for examination or signature by Tenant does not constitute a reservation of, or option for lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

N. Time is of the Essence. Time is of the essence of this Lease and each and all of its provisions.

O. No Estate. This Lease shall create the relationship of landlord and tenant only between Landlord and Tenant and no estate shall pass out of Landlord. Tenant shall have only a usufruct, not subject to levy and sale and not assignable in whole or in part by Tenant except as herein provided.

P. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

Q. Memo of Lease. At the request of Tenant, Landlord agrees to execute, acknowledge and deliver to Tenant, a memorandum of this Lease in form reasonably satisfactory to Landlord and suitable for recordation in the official records of the jurisdiction in which the Premises are located. In the event a memorandum of this Lease is recorded and thereafter Tenant is in default after expiration of any cure periods under the Lease, and the Lease is terminated by Landlord pursuant to a right contained in the Lease, Landlord may execute and file an affidavit in the public records of the county in which the Premises is located stating no less than the following (the "Affidavit"): (a) the Lease has been terminated; and (b) the date of termination; and (c) Tenant's rights under the Lease to occupy the Premises have been terminated pursuant to the terms of the Lease; and (d) the legal description of the Property shall be attached to the Affidavit to advise any third party who reviews the record title of the land on which the Premises are located that the Affidavit has been filed and the date of the filing.

The Affidavit shall be filed in the public records and a copy forwarded to Tenant pursuant to the notice provisions of this Lease. If Tenant fails to file in the public records an unequivocal statement that: (i) the Lease has not been terminated by Landlord; (ii) Tenant is entitled to continued possession of the Premises under the Lease; with (iii) a copy of the legal description attached (the "Counter Affidavit"), within thirty (30) days following the filing of the Affidavit and giving notice to Landlord with a copy of the Counter Affidavit as provided in the Lease, the recorded Lease or memorandum thereof shall cease to be notice, constructive or otherwise of the existence of a valid Lease encumbering the Premises granting rights to Tenant, and any third party may accept the filing of the Affidavit and failure of Tenant to file a Counter Affidavit, as provided herein, within the time provided, as termination of any rights that may otherwise exist by reason of the filing of the memorandum of this Lease.

In the event the Lease is terminated pursuant to the mutual agreement of Landlord and Tenant or by its terms because of expiration of the Term or otherwise by agreement, Tenant covenants and agrees to execute and deliver to Landlord a document in recordable form stating that the Lease has been terminated and is no longer in force and effect on the Premises.]

R. Fair Market Value. For the purpose of this Lease, the term "fair market rent" shall mean the rental amount per rentable square foot and the other terms and conditions and that a willing, comparable tenant would pay, and a willing, comparable landlord of the Building would accept, at arm's length, giving appropriate consideration to annual rental rates per rentable square foot, tenant credit ratings, length of lease term, size and location of the premises being leased, improvement allowances (if any) and any other concessions which would be granted or requirements which would be demanded by Landlord or a comparable landlord, and other generally applicable terms and conditions.



S. Use of Furniture. Tenant has requested and Landlord has agreed to allow Tenant to use certain furniture which Landlord has in the Premises during the term of the Lease (the "Leased Furniture"). A copy of the list of Leased Furniture is attached hereto as Exhibit "F" and incorporated herein by this reference. The quantities of each item of Leased Furniture described in Exhibit "F" are estimates only. Landlord shall not charge Tenant for the use of the Leased Furniture during the term of this Lease. Tenant acknowledges that Tenant is only being allowed to use the thirty five (35) custom/built in workstations during the term of the Lease, and Tenant shall return such workstations to Landlord at the expiration or earlier termination of this Lease in substantially the same condition, normal wear and tear excepted. Notwithstanding the foregoing, Landlord and Tenant agree that Tenant has the right to remove some portion or all of the custom/built in workstations during the term of this Lease. Tenant shall notify Landlord in writing pursuant to the notice provisions of this Lease at least ninety (90) days prior to Tenant's planned removal of any workstations. After Landlord's receipt of written notice from Tenant, Landlord will notify Tenant within thirty (30) days thereafter whether Landlord wishes to (a) store the workstations at its own expense or (b) allow Tenant to dispose of the workstations at Tenant's sole cost and expense. Tenant shall insure all the Leased Furniture under the provisions of the Lease. In addition, Tenant, at Tenant's sole costs and expense, shall maintain the Leased Furniture (including the built in workstations) in good and working condition throughout the term of this Lease.

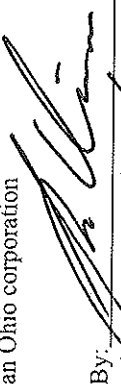
T. Use of Generator and Above Ground Fuel Tank. As set forth elsewhere in this Lease, Landlord is providing a generator and a one thousand (1,000) gallon above-ground fuel tank for the exclusive use of the Tenant. Tenant shall be responsible for all maintenance and repair of the generator and above ground fuel tank (including the purchase and delivery of fuel for the above ground fuel tank) serving the Premises during the Term of the Lease. It is specifically acknowledged and agreed by Landlord and Tenant that Landlord is providing the generator and the fuel tank as an accommodation to Tenant, and that neither Landlord nor Tenant will have to replace the generator or the fuel tank in the event either the generator or the fuel tank are damaged beyond repair and such damage was not caused by Tenant's neglect or failure to maintain.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the day and year first above written.


TENANT:

URS ENERGY & CONSTRUCTION, INC.,  
an Ohio corporation

By:   
Printed Name: G.C. Visco  
Title: VP

LANDLORD:

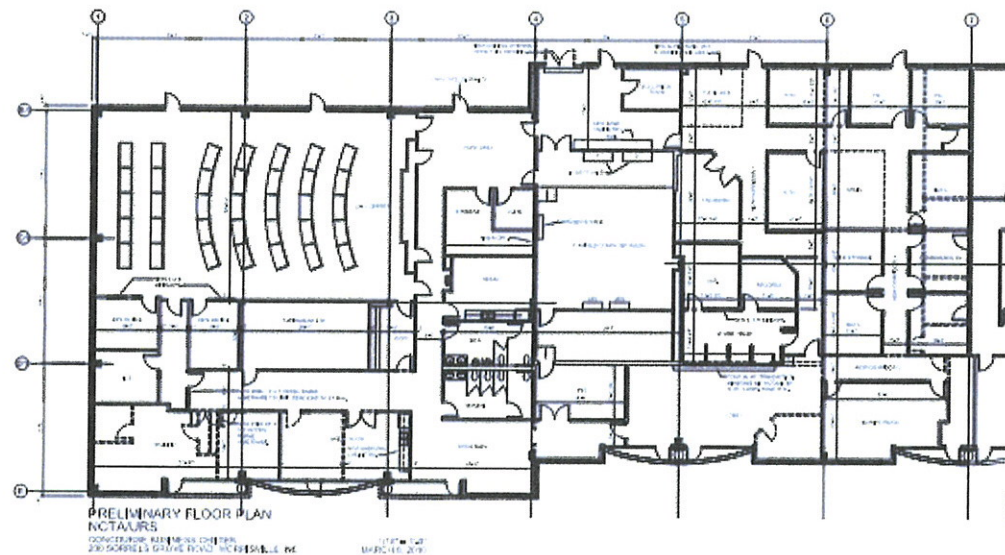
VGC INVESTORS, LLC,  
a North Carolina limited liability company

By:   
Printed Name: GEORGE C. VENTRES  
Title: MEMBER - MANAGER

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# EXHIBIT "A"

## Premises



**NOT FOR CONSTRUCTION**  
 NOT PRELIMINARY REVIEW ONLY



EXHIBIT “A-1”

BUILDING STANDARDS - TENANT IMPROVEMENTS – OFFICE FIT UP

FINISH PLAN

Interior Partition:	3-5/8" metal studs, 25 gauge, and 24" o.c. with 5/8" gypsum board on each face, floor to grid 9ft. finished both sides for paint.																																		
Demising Partitions:	3-5/8" metal studs, 25 gauge, and 16"o.c. with 5/8" gypsum board each face from floor to deck above. Sound batts in cavities.																																		
Interior Doors:	3'0" x 7'0" solid core, 1-3/4" thick stain grade Birch and satin sealed finish. Factory primed, field painted hollow metal frame.																																		
Glass/Glazing:	Glass in new windows and ticket windows to be ¼" clear tempered in clear anodized aluminum frame.																																		
Hardware:	<p><b><u>All hardware to be US 26 D finish unless otherwise noted</u></b></p> <table><tr><th colspan="2"><b>Hardware Set – Entry – Glass – Bronze Finish</b></th></tr><tr><td>2 each pivots</td><td>IVES Top &amp; Bottom HD</td></tr><tr><td>1 each rim cylinder</td><td>ILCO Schlage SC4 keyway</td></tr><tr><td>1 each closer</td><td>LCN 4010 Series</td></tr><tr><td>1 each "D" pull</td><td>IVES Bronze</td></tr><tr><td>1 each push bar</td><td>Ives Bronze</td></tr></table> <p>Keyed to Owners Schlage SC4 Keyway Master Key system</p> <table><tr><th colspan="2"><b>Hardware Set – Entry - Steel</b></th></tr><tr><td>3 each hinges</td><td>HAGER 4-1/2" HD</td></tr><tr><td>1 each lockset</td><td>SCHLAGE AL Series – Neptune 605</td></tr><tr><td>1 each closer</td><td>LCN 4010 Series</td></tr><tr><td>1 each wall stop</td><td>IVES</td></tr><tr><td>3 each silencers</td><td>IVES</td></tr></table> <p>Keyed to Owners Schlage SC4 Keyway Master Key system</p> <table><tr><th colspan="2"><b>Hardware Set – Interior Passage Office</b></th></tr><tr><td>3 each hinges</td><td>HAGER 4-1/2" HD</td></tr><tr><td>1 each passage</td><td>SCHLAGE AL Series – Neptune 605</td></tr><tr><td>1 each wall stop</td><td>IVES</td></tr><tr><td>3 each silencers</td><td>IVES</td></tr></table>	<b>Hardware Set – Entry – Glass – Bronze Finish</b>		2 each pivots	IVES Top & Bottom HD	1 each rim cylinder	ILCO Schlage SC4 keyway	1 each closer	LCN 4010 Series	1 each "D" pull	IVES Bronze	1 each push bar	Ives Bronze	<b>Hardware Set – Entry - Steel</b>		3 each hinges	HAGER 4-1/2" HD	1 each lockset	SCHLAGE AL Series – Neptune 605	1 each closer	LCN 4010 Series	1 each wall stop	IVES	3 each silencers	IVES	<b>Hardware Set – Interior Passage Office</b>		3 each hinges	HAGER 4-1/2" HD	1 each passage	SCHLAGE AL Series – Neptune 605	1 each wall stop	IVES	3 each silencers	IVES
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3 each silencers	IVES																																		
Millwork:	Nevamar plastic laminate countertop and cabinets built ADA compliant. ADA access doors to be installed at the sink base. Stainless steel pulls on doors and drawers.																																		
Ceiling Finish:	Armstrong acoustical ceiling tile 24" X 24" Coretega beveled tegular #704																																		
Ceiling Grid:	Armstrong 15/16" grid system, white in color.																																		
Carpet:	Bigelow, Cambridge, J&J and Shaw \$16 yard allowance																																		
Base:	<b>Bigelow:</b> Artist, Preview 30																																		
Resilient Floors:	<b>Cambridge:</b> Accelerator, Dividend, Excursion																																		
Painting:	<b>J&amp;J:</b> Merge, Impulse II, Static																																		
	<b>Shaw:</b> Terra Fossil, Mecca, Culture Evolution Space																																		
	Roppe 4" rubber cove base																																		
	Armstrong Standard Excelon vinyl composition tile (VCT)																																		
	All wall surfaces will receive one coat Duron (or ICI or Sherwin-Williams) Acrylic Latex Drywall Primer and one coat Duron (or ICI or Sherwin Williams) Ultra Deluxe Interior Acrylic flat latex finish.																																		
Plumbing:	All hollow metal frames to receive one coat Duron Dura Clad 62 Universal Acrylic Metal Primer and one coat Duron Signature Select Interior Acrylic semi-gloss finish.																																		
	Break room, single bowl ADA sink with standard one arm faucet hot and cold water. ½" water pipe, 1 1/2" drain line & 2" vent to tie to existing wet column, where available. Hot water heater to be mounted above ceiling with drain pan. Ice maker box in the wall.																																		
HVAC:	Add three new supply diffusers and two new return diffusers. Relocate three thermostats. Relocate twelve supply grills 24" x 24" lay-in and two return grilles 12" x 24"or 24" x 24" lay-in. White in color. Perform standard (non-certified) air test and balance of affected areas.																																		
Lighting:	Watts Stopper, motion sensor light switches or ceiling mounted as per code in all offices. Relocate existing lighting.																																		
Electric Distribution:	Two standard 120volt duplex outlets on a 20amp circuit per office. One standard outlet per 75 In.ft. in hallways for common use. One dedicated 20amp and GFI protected circuit with two outlets in the break room area. All devices to be white in color. One voice/data box with 3/4" conduits stubbed above ceiling space per office. Voice/data cabling by others.																																		
Exit Signage:	Lithonia illuminated exit signage shall be provided as required by code to identify all means of egress, exit ways and exits. White with red letters.																																		
Emergency Lighting:	Emergency ballast to be installed in the 2' X 4' fixtures as per code.																																		

## EXHIBIT "A-2"

### TENANT FINISH-WORK: LANDLORD BUILDS TO PLANS

1. **Acceptance of Premises.** Except as set forth in this Exhibit, Tenant accepts the Premises in their "AS-IS" condition on the date that this Lease is entered into.
2. **Space Plans.** On or before the execution of this Lease, Tenant has delivered to Landlord a space plan depicting improvements to be installed in the Premises, which plans are attached as Exhibit A to the Lease (the "**Space Plans**").
3. **Working Drawings.**

(a) **Preparation and Delivery.** On or before the date which is fifteen (15) days following the date on which this Lease is fully executed by both Landlord and Tenant, Landlord shall cause to be prepared final working drawings of all improvements to be installed in the Premises and deliver the same to Tenant for its review and approval (which approval shall not be unreasonably withheld, delayed or conditioned).

(b) **Approval Process.** Tenant shall notify Landlord whether it approves of the submitted working drawings within three (3) Business Days after Landlord's submission thereof. If Tenant disapproves of such working drawings, then Tenant shall notify Landlord thereof specifying in reasonable detail the reasons for such disapproval, in which case Landlord shall, within five (5) Business Days after such notice, revise such working drawings in accordance with Tenant's objections and submit the revised working drawings to Tenant for its review and approval. Tenant shall notify Landlord in writing whether it approves of the resubmitted working drawings within one (1) Business Day after its receipt thereof. This process shall be repeated until the working drawings have been finally approved by Landlord and Tenant. If Tenant fails to notify Landlord that it disapproves of the initial working drawings within three (3) Business Days (or, in the case of resubmitted working drawings, within one (1) Business Day) after the submission thereof, then Tenant shall be deemed to have approved the working drawings in question. Any delay caused by Tenant's unreasonable withholding of its consent or delay in giving its written approval as to such working drawings shall constitute a Tenant Delay Day (defined below). If the working drawings are not fully approved (or deemed approved) by both Landlord and Tenant by the tenth (10<sup>th</sup>) day after the delivery of the initial draft thereof to Tenant, then each day after such time period that such working drawings are not fully approved (or deemed approved) by both Landlord and Tenant shall constitute a Tenant Delay Day.

(c) **Landlord's Approval: Performance of Work.** If any of Tenant's proposed construction work will affect the Building's Structure or the Building's Systems, then the working drawings pertaining thereto must be approved by Landlord's engineer. Landlord's approval of such working drawings shall not be unreasonably withheld, provided that (1) they comply with all Laws, (2) the improvements depicted thereon do not adversely affect (in the reasonable discretion of Landlord) the Building's Structure or the Building's Systems (including the Building's restrooms or mechanical rooms), the exterior appearance of the Building, or the appearance of the Building's Common Areas or elevator lobby areas (if any), (3) such working drawings are sufficiently detailed to allow construction of the improvements in a good and workmanlike manner, and (4) the improvements depicted thereon conform to the rules and regulations promulgated from time to time by Landlord for the construction of tenant improvements (a copy of which has been delivered to Tenant). As used herein, "**Working Drawings**" shall mean the final working drawings approved by Landlord, as amended from time to time by any approved changes thereto, and "**Work**" shall mean all improvements to be constructed by Landlord in accordance with and as indicated on the Working Drawings. Landlord's approval of the Working Drawings shall not be a representation or warranty of Landlord that such drawings are adequate for any use or comply with any Law, but shall merely be the consent of Landlord thereto. Tenant shall, at Landlord's request, sign the Working Drawings to evidence its review and approval thereof. After the Working Drawings have been approved, Landlord shall cause the Work to be performed in substantial accordance with the Working Drawings, using contractors and subcontractors selected by Landlord.

4. **Change Orders.** Tenant may initiate changes in the Work. Each such change must receive the prior written approval of Landlord, such approval not to be unreasonably withheld or delayed; however, (a) if such requested change would adversely affect (in the reasonable discretion of Landlord) (1) the Building's Structure or the Building's Systems (including the Building's restrooms or mechanical rooms), (2) the exterior appearance of the Building, or (3) the appearance of the Building's Common Areas or elevator lobby areas (if any), or (b) if any such requested change might delay the Commencement Date, Landlord may withhold its consent in its sole and absolute discretion. Tenant shall, upon completion of the Work, furnish Landlord with an accurate architectural "as-built" plan of the Work as constructed, which plan shall be incorporated into this Exhibit A-2 by this reference for all purposes.

Furthermore, if the Tenant initiated Change Orders will increase the Total Construction Costs (as set forth in Section 7 below), Tenant shall pay Landlord an amount equal to fifty percent (50%) of the estimated additional costs of Tenant initiated Change Orders at the time of such change, with the balance of the costs of the Tenant initiated Change Orders to be paid in the next monthly invoice from Landlord under Section 7 below after Landlord has expended the Total Construction Costs Initial Deposit.

5. **Definitions.** As used herein, a "**Tenant Delay Day**" shall mean each day of delay in the performance of the Work that occurs (a) because of Tenant's failure to timely deliver or approve any required documentation such as the Space Plans or Working Drawings, (b) because of any change by Tenant to the Space Plans or Working Drawings, (c) because of any specification by Tenant of materials or installations in addition to or other than Landlord's standard finish-out materials, or (d) because a Tenant Party otherwise delays completion of the Work. As used herein "**Substantial Completion**," "**Substantially Completed**," and any derivations thereof mean the Work in the Premises has been performed in substantial accordance with the Working Drawings, as reasonably determined by Landlord (other than any details of construction, mechanical adjustment or other similar matter, the noncompletion of which does not materially interfere with Tenant's use or occupancy of the Premises).

6. **Walk-Through; Punch-list.** When Landlord considers the Work in the Premises to be Substantially Completed, Landlord will notify Tenant and within three (3) Business Days thereafter, Landlord's representative and Tenant's representative shall conduct a walk-through of the Premises and identify any necessary touch-up work, repairs and minor completion items that are necessary for final completion of the Work. Neither Landlord's representative nor Tenant's representative shall unreasonably withhold his or her agreement on punch-list items. Landlord shall use reasonable efforts to cause the contractor performing the Work to complete all punch-list items within thirty (30) days after agreement thereon; however, Landlord shall not be obligated to engage overtime labor in order to complete such items.

7. **Costs.** The entire cost of performing the Work [including design of the Work and preparation of any Working Drawings, costs of construction labor and materials, related taxes and insurance costs, all of which costs are herein collectively called the "**Total Construction Costs**"] shall be paid by Tenant. Upon approval of the Working Drawings and selection of a contractor, Tenant shall promptly (a) execute a work order agreement prepared by Landlord which identifies such drawings and itemizes the Total Construction Costs, and (b) pay to Landlord the amount of forty percent (40%) of the Total Construction Costs (which, based on the Budget attached as Exhibit A-3, would be approximately \$69,200.00)(the "Total Construction Costs Initial Deposit").

In the event there are any cost over-runs, Tenant must approve such over-runs in writing at the time such cost over-runs become known. In no event shall the cost over runs (which will not include any Tenant initiated Change Orders under Section 4 above) increase the Total Construction Costs by more than ten percent (10%). Any cost over runs in excess of ten percent (10%) of the Total Construction Costs shall be borne by Landlord.

Landlord shall provide Tenant with evidence of the disbursement of the Total Construction Costs Initial Deposit. After Landlord has expended the Total Construction Costs Initial Deposit, Landlord shall invoice Tenant on the first day of each calendar month for the amount of Total Construction Costs expended by Landlord during the prior month. Each invoice will be accompanied by (i) copies of invoices or other supporting documentation for which the funds are being requested and (ii) if applicable, lien waivers from the general contractor and all subcontractors for the work for which Landlord is requesting payment (if the invoices indicate that any work for which a mechanics or materialman's lien could be filed under North Carolina law was completed within the Premises). Tenant shall reimburse Landlord within fourteen (14) days after receipt of an invoice from Landlord.

Tenant shall hold back payment of the final ten percent (10%) of the Total Construction Costs plus the balance of any approved cost overruns (the "Holdback"). Tenant shall remit the Holdback to Landlord after Landlord's completion of the punch-list items under Section 6 above.

8. **Construction Representatives.** Landlord's and Tenant's representatives for coordination of construction will be as follows, provided that either party may change its representative upon written notice to the other:

Landlord's Representative:

George C. Venters  
Telephone: (919) 614-5321

Tenant's Representative:

Jeffrey B. Goldberg  
Sr. Project Manager  
URS Corporation  
5400 Glenwood Ave  
Raleigh NC 27612  
Telephone: (919) 376-6389  
[jeffrey.goldberg@wgint.com](mailto:jeffrey.goldberg@wgint.com)

9. **Payment Default.** In the event of default of payment by Tenant of the costs outlined in Sections 4 and 7 above, Landlord shall, in addition to all other remedies, have the same rights as for an event of default under the Lease.



**EXHIBIT "A-3"**

**BUDGET**

**Budget Estimate - March 11, 2010**

<b>General Conditions</b>					<b>\$11,150</b>
Superintendent	80	hrs			
Superintendent Truck	4	wk			
General Cleanup	0	hrs			
Dumpster	2	haul			
Plan Reproduction	0	ls			
Temporary Toilet	1	mo			
Temporary Power/Water	0	wk			
Project Sign	0	ls			
Final Clean	1	ls			
Temp Protection	0	ls			
Permits	1	ls			
					existing

<b>Wood and Plastic</b>					<b>\$7,600</b>
Break Room Cabinets	1	ls	\$3,600.00	\$3,600	
Ticket Counter	1	ls	\$4,000.00	\$4,000	

<b>Steel</b>					<b>\$2,500</b>
Steel for Glass Door/Wall at JMS	1	ls	\$2,500.00	\$2,500	

<b>Doors and Windows</b>					<b>\$26,174</b>
New Doors/Frames/Hardware	12	ea	\$645.00	\$7,740	
Install	12	ea	\$65.00	\$780	
Ticket Window and 3 Windows	1	ls	\$5,500.00	\$5,500	
Glass Doors and Walls at JMS (TCM)	1	ls	\$9,000.00	\$9,000	
Overhead Door	1	ls	\$2,854.00	\$2,854	
Demo Existing Door/Frame for Overhead	1	ls	\$300.00	\$300	

<b>Finishes</b>					<b>\$81,003</b>
Drywall Demo/New	1	ls	\$37,150.00	\$37,150	
ACT Patch	1	ls	\$5,470.00	\$5,470	
Vinyl Base in Open Office Area	1	ls	\$432.00	\$432	
SDT in Tag, Fulfillment, Connector	1	ls	\$3,775.00	\$3,775	
Carpet in Conference Room	1	ls	\$900.00	\$900	
Vinyl Base in Conference Room	1	ls	\$144.00	\$144	
Flooring Demo in Conference Room	1	ls	\$250.00	\$250	
Carpet in Training, Lobby, JMS, Open Office	1	ls	\$9,630.00	\$9,630	
Demo Carpet in Training, Etc.	1	ls	\$1,500.00	\$1,500	
VCT in Break Room	1	ls	\$610.00	\$610	
Base in Training, Break, Etc.	1	ls	\$1,440.00	\$1,440	
Carpet in Adjacent Suite	1	ls	\$5,436.00	\$5,436	
Flooring Demo in Adjacent Space	1	ls	\$740.00	\$740	
Vinyl in Adjacent Space	1	ls	\$576.00	\$576	
Paint All But Bathrooms	1	ls	\$12,950.00	\$12,950	

<b>Mechanical</b>					<b>\$7,350</b>
Break Room Sink with Concrete Replacement	1	ls	\$3,000.00	\$3,000	
Open Office Area HVAC	1	ls	\$1,500.00	\$1,500	
Adjacent Area HVAC	1	ls	\$2,850.00	\$2,850	

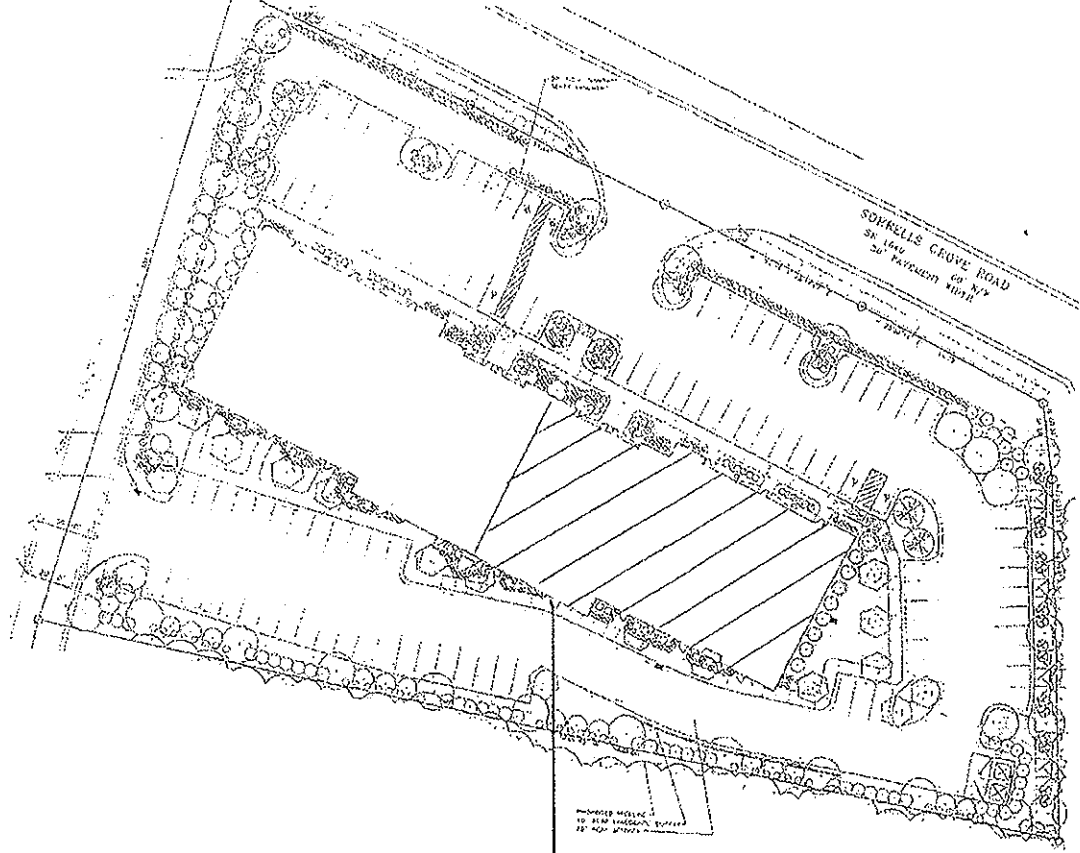
<b>Electrical</b>					<b>\$21,730</b>
Electrical	1	ls	\$21,730.00	\$21,730	

Design	1		0.00	0	0
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Subtotal					\$157,507
Fee					\$15,751
Total					\$173,258

**EXHIBIT "B"**

**Building Site Plan**



Demised premises  
14,786 SF



## EXHIBIT C

### Building Rules and Regulations

1. Sidewalks, doorways, vestibules and similar areas shall not be obstructed by tenants or used for any purpose other than access to and from the leased premises and for going from one to another part of the building.
2. Plumbing fixtures and appliances shall be used only for purposes constructed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed within the plumbing fixtures or appliances. Any damage resulting from such misuse of the plumbing fixtures or appliances shall be paid by Tenant, and Landlord shall not in any case be responsible for such.
3. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors or other part of the building, except of such color, size and style and in such places as shall be first approved in writing by Landlord. No nails, hooks or screws shall be driven or interested in any part of the building, after Tenant's improvements are completed, except by the building maintenance personnel; nor shall any part of the building be defaced by tenants.
4. Tenants shall not do, or permit anything to be done, in or about the building or bring or keep anything there, that will in any way increase the rate of fire or other insurance on the building or on property kept there, or obstruct or interfere with the rights of, or otherwise injure or annoy other tenants, or do anything in conflict with the valid pertinent laws, rules or regulations of Landlord or any governmental authority.
5. Tenants shall not make or permit any improper notices in the building, or otherwise interfere in any way with other tenants, or persons having business with them.
6. No birds or animals shall be bought or kept in or about the building, unless specifically trained as a medically necessary guide dog.
7. No draperies, shutters, or other window coverings shall be installed on exterior windows, walls or doors without Landlord's prior written approval. Landlord shall have the right to require installation and use of uniform window treatments.
8. No portion of Tenant's area or any other part of the building shall at any time be occupied as sleeping or lodging quarters.
9. Tenant shall not commit, perform or do any of the following in or outside of the Premises, parking areas or other common area: wash, wax or repair vehicles; store or keep any boats, recreational vehicle, inoperable or unregistered vehicles; leave vehicle(s) in any parking area of the property for over three consecutive days without Landlord's prior written approval.
10. No materials or products shall be manufactured or stored that constitute a nuisance or cause the emission of noxious odors, gases or smoke. No burning of materials, outside or inside, will be permitted.
11. No fence, wall, loading facility, outside storage facility, or permanent improvements will be erected or constructed without the prior written approval of the landlord.
12. Tenants will keep their premises safe, clean, neat and provide for the removal of trash from their premises. No outside stacking or accumulation of any type is permitted other than in a disposal dumpster.
13. Occupants shall not cause or make any excessive noise, odor, harmful sewage or vibration that could be deemed objectionable to other occupants.
14. Tenant shall not do, or permit smoking at the front of the building. Smoking at the rear of the building shall be permitted; provided it does not constitute a nuisance though noxious odors, smoke or trash accumulation.
15. Nothing in these rules shall impose or impute any duty or obligation on Landlord not expressly set forth in a tenant's lease agreement.

## EXHIBIT “D”

### HVAC Maintenance and Service Specifications

In accordance with Section 7 of this Lease, a service and maintenance contract for the HVAC equipment (including the Liebert units for the server room) located at the Premises shall be obtained by Tenant, at Tenant’s sole cost and expense.

#### Quarterly:

- Filter replacement
- Inspect drain pans and lines
- Inspect coils (Evaporator & Condenser)
- Inspect Belts and Bearings
- Inspect Motor Mounts and Brackets
- Refrigerant pressure
- Electrical connections
- Perform any needed repairs to prevent malfunction or breakdown

#### Annually:

- Chemically clean the evaporator and condenser coils pursuant to the manufacturer’s specifications
- Clean and drain pans and drain lines
- Install time releasing Flow Plus Drain Tablets
- Replace all belts pursuant to the manufacturer’s specifications
- Oil all motors and tighten motor mounts and brackets
- Tighten all electrical connection and check voltage
- Check refrigeration pressures
- Check Temperature Control
- Inspect Heating components (if applicable)
- Inspect ductwork and make repairs and adjustments
- Perform any needed repairs to prevent malfunction or breakdown

**EXHIBIT “E”**

Tenant signage shall be at the Tenant’s sole expense with the prior approval of the Landlord, not to be unreasonably withheld, conditioned or delayed.

**EXHIBIT "F"**  
**List of Leased Furniture**

Item	Amount	Dimensions	Comments
White Board	1	94x48"	
	1	36X48"	
	1	60X36"	
	1	36X24"	
	1	40X30"	
	1	45X45"	
Workstations	35	70x39"	Call Center
	3	96X96"	
	4	8.5X12'	
	18	72X72"	
	2	72X72"	(Not assembled)
Monitor/CPU	1		Access Control System
Advantior			Access Control System
IT Racks	6		
Desk Mounted Keyboard Trays	4		
Ladder	1	12'	
Filing Cabinet	1	36"	
Desk Trashcans	34		
Clocks	12		
UPS	2		
FM 200 Fire Suppression System			
UPS			
Davis Vantage Pro Weather System			
Caterpillar Generator	1		250 KW, 480 Volt 3 Phase
Fiber Optics			
Leibert Cooling	2		

## EXHIBIT "G"

### Janitorial Specifications

#### Janitorial Service Specifications

##### General

- A. The following work shall be performed Monday through Friday of each week, legal holidays such as New Year's Day, Christmas Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day and Christmas Day and other tenant recognized holidays excepted, beginning no earlier than 5:30 pm.
- B. Contractor shall ensure that all external doors of all buildings remain locked at all times while his employees are in the building.
- C. Contractor shall report any suspicious or unusual activity in the building, broken or damaged fixtures, burned out lights or any other matter observed to appropriate personnel.
- D. Contractor's employee shall at all times be dressed neatly and wear a uniform clearly identifying them as janitorial employees.

##### Scope of work

- 1. Office Area
  - 1.1 Daily Cleaning
    - a. Empty all wastebaskets and replace liner as needed
    - b. Remove collected trash
    - c. Vacuum carpets as necessary. Traffic lanes are to be vacuumed daily
    - d. Remove cardboard and any other materials that are labeled as trash
    - e. Dust work surfaces that are reasonably accessible. Do not move anything.
    - f. Dust only those desks that are clear of all office materials.
    - g. Spot clean door glass
    - h. Spot clean walls and light switches
    - i. Spot clean carpet as necessary
    - j. Sweep an mop non-carpeted floors
    - k. Clean and wipe down all countertops and sinks in tenant kitchens
    - l. Wash and wipe down refrigerator and microwave(outside only)
  - 1.2 Weekly Cleaning
    - a. Detail vacuum corners and edges
    - b. Dust high reach area such as window sills, top of cabinets and partitions.
    - c. Detail dust low reach area
    - d. Dust picture frames and similar wall hangings
    - e. Dust base board
  - 1.3 Monthly Cleaning
    - a. Dust ceiling vents
    - b. Whisk clean upholstered furniture.
    - c. Machine buff and wax hard surfaces as necessary
  - 1.4 Quarterly Cleaning
    - a. Strip & Wax VCT floors
    - b. Dust blinds
- 2. Restrooms
  - 2.1 Daily Cleaning
    - a. Replenish toilet paper, soap dispensers and paper towels.

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- b. Empty sanitary napkin receptacles and waste baskets and replace liners.
  - c. Clean and sanitize all urinals, chrome fixtures, sinks, counters and mirrors.
  - d. Sweep and mop floors
  - e. Spot clean walls and partitions
- 2.2 Weekly Cleaning
  - a. Deodorize all floor drains
  - b. Dust top of partitions and baseboard
- 2.3 Monthly Cleaning
  - a. Machine scrub tile floors
  - b. Dust air vents
  - c. Wash partitions and tile walls
- 3. Lobbies, Halls & Elevators
  - 3.1 Daily Cleaning
    - a. Vacuum all carpeted area and mats
    - b. Sweep and mop non-carpeted area
    - c. Spot clean carpet as necessary
    - d. Clean and polish drinking fountain
  - 3.2 Weekly Cleaning
    - a. Fully vacuum wall to wall
    - b. Dust all high areas
    - c. Scrub elevator thresholds
    - d. Dust all ledges and chairs
  - 3.3 Monthly Cleaning
    - a. Dust all ceiling vents
- 4. Stairways
  - 4.1 Daily Cleaning
    - a. Inspect stairs for litter
  - 4.2 Weekly Cleaning
    - a. Vacuum and sweep stairs
    - b. Dust railing ledges, spot clean
- 5. Main Lobby & Entrances
  - 5.1 Daily Cleaning
    - a. Clean both side of glass
    - b. Clean lobby signs-directions
    - c. Empty ashtrays and urns
    - d. Vacuum all carpeted area, rugs and mats
    - e. Sweep and mop all hard surfaces
  - 5.2 Weekly Cleaning
    - a. Dust ledges
    - b. Dust high reach areas
    - c. Detail clean threshold plate

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May 5, 2010

Mr. Brian Carr, CCIM  
Cassidy Turley  
3110 Edwards Mill Rd.  
Raleigh, NC 27612

RE: Proposed fee arrangement between URS Energy and Construction Inc. (URS),  
VCG Investors, LLC, Jones Lang LaSalle Brokerage, Inc (JLL), and Cassidy Turley  
Maryland, dba Cassidy Turley.

This confirms the agreement and acceptance of each party involved in the lease  
transaction between URS and VCG Investors LLC, including both brokerage firms,  
Cassidy Turley and JLL to share equally (25%) in the costs associated with the  
architectural and engineering expenses (A&E expenses). The A&E expenses are  
estimated to be \$12,225.00. Each party involved hereby agrees to contribute 25% or  
roughly \$3,056.25. Total leasing commissions will decrease by \$6,112.50 and VCG  
Investors LLC and URS will "absorb" the remaining \$6,112.50.

All parties agree that if the general contractor's total costs are less than the budgeted  
amount per the fully executed lease (approximately \$173,258.00) the remaining balance  
will be applied towards satisfying the A&E expenses. Any unpaid A&E expense not  
covered by the contractor's costs will be equally divided between all parties. URS agrees  
to reimburse VCG Investors, LLC its (25%) portion after any outstanding A&E expenses  
have been calculated.

If the foregoing accurately sets forth our agreement, kindly sign and return the enclosed  
copies of this letter.

VCG INVESTORS, LLC

By: [Signature]  
Date: 5-6-2010

URS ENERGY & CONSTRUCTION, INC

By: [Signature]  
Date: 5/20/2010

CASSIDY TURLEY MARYLAND  
dba CASSIDY TURLEY

By: [Signature]  
Date: 5.6.10

JONES LANG LASALLE BROKERAGE,  
INC

By: [Signature]  
Date: 5.6.10