

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of report (Date of earliest event reported): August 28, 2023

Verona Pharma plc
(Exact name of registrant as specified in its charter)

United Kingdom
(State or other jurisdiction
of incorporation)

001-39067
(Commission
File Number)

98-1489389
(IRS Employer
Identification No.)

3 More London Riverside
London SE1 2RE
United Kingdom
(Address of principal executive offices) (Zip Code)

+44 203 283 4200
(Registrant's telephone number, including area code)

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Ordinary shares, nominal value £0.05 per share*	VRNA	The Nasdaq Stock Market LLC (Nasdaq Global Market)

* The ordinary shares are represented by American Depositary Shares (each representing 8 ordinary shares), which are exempt from the operation of Section 12(a) of the Securities Exchange Act of 1934, as amended, pursuant to Rule 12a-8 thereunder.

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

On August 28, 2023, Verona Pharma, Inc., a wholly-owned subsidiary of Verona Pharma plc (the “Company”), and insightsoftware, LLC (the “Sublandlord”) entered into an Agreement of Sublease (the “Sublease”) pursuant to which the Company will sublease approximately 31,845 square feet of office space located at 8529 Six Forks Road, Raleigh, North Carolina (the “Premises”), which the Sublandlord leased under that certain Office Lease dated as of November 26, 2018 (as amended, the “Lease”) between Highwoods Realty Limited Partnership (the “Landlord”) and the Sublandlord as tenant.

The term of the Sublease will commence on December 1, 2023, and shall expire on October 31, 2027 (“Sublease Expiration Date”), unless sooner terminated or cancelled in accordance with the terms and conditions of the Sublease.

The Sublease provides that base rent for the Premises will be approximately \$297,000 per annum, or approximately \$25,000 per month, beginning on the Sublease Commencement Date through March 31, 2024. The base rent for the Premises will be approximately \$594,000 per annum, or approximately \$50,000 per month, for the period commencing on April 1, 2024 through November 30, 2024. The base rent for the Premises will be approximately \$695,000 per annum, or approximately \$58,000 per month, for the period commencing on December 1, 2024 through November 30, 2025. The base rent for the Premises will be approximately \$773,000 per annum, or approximately \$64,000 per month, for the period commencing on December 1, 2025 through November 30, 2026. The base rent for the Premises will be approximately \$939,000 per annum, or approximately \$78,000 per month, for the period commencing on December 1, 2026 through the Sublease Expiration Date. The Sublease contains customary representations and warranties, covenants, obligations and indemnities in favor of either party.

The foregoing description of the Sublease does not purport to be complete and is qualified in its entirety by reference to the full text of the Sublease, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On August 28, 2023, the Board of Directors (the “Board”) of the Company increased the size of the Board from ten to eleven directors and appointed Christina Ackermann as a non-executive director, effective as of September 1, 2023 (the “Effective Date”).

As a non-executive director, Ms. Ackermann will receive a £30,000 annual retainer for her service on the Board. On the Effective Date, Ms. Ackermann received an award of an option to purchase 144,000 Ordinary Shares of the Company (represented by 18,000 American Depositary Shares (“ADSs”), each of which represents eight (8) Ordinary Shares of the Company) (the “Initial Award”). The Initial Award has an exercise price equal to \$19.43 per American Depositary Share (equivalent to \$2.43 per Ordinary Share), the fair market value of an American Depositary Share on August 31, 2023, and will vest and become exercisable as to one-third of the options on September 1, 2024 and the remaining options vesting in equal quarterly installments over the two years thereafter, subject to Ms. Ackermann’s continued service on the Board through each such vesting date.

In connection with her appointment, Ms. Ackermann entered into the Company’s standard letter of appointment for non-executive directors and also entered into the Company’s standard director deed of indemnity.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit

No.	Description
<u>10.1</u>	<u>Agreement of Sublease, dated August 28, 2023, by and between Verona Pharma, Inc. and insightsoftware, LLC.</u>
104	Cover Page Interactive Data File (embedded within the inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

VERONA PHARMA PLC

Date: September 1, 2023

By: /s/ David Zaccardelli, Pharm. D.

Name: David Zaccardelli, Pharm. D.

Title: President and Chief Executive Officer

THIS AGREEMENT OF SUBLEASE (“Sublease”) made as of the 28th day of August, 2023, by and between insightsoftware, LLC (“Sublandlord”) and Verona Pharma, Inc. (“Subtenant”).

WITNESSETH:

WHEREAS, Sublandlord has leased the Premises (as hereinafter defined) from Highwoods Realty Limited Partnership (as successor in interest to Highwoods-DLF Forum, LLC) (the “Landlord”) pursuant to a certain Office Lease dated November 26, 2018, as amended by that certain Lease Amendment Number One dated June 20, 2019, and as further amended by that certain Lease Amendment Number Two dated June 18, 2020 (as amended, the “Prime Lease”), which is incorporated herein by reference. Sublandlord is referred to as the “Tenant” in the Prime Lease; and

WHEREAS, the premises subleased hereby contain approximately 31,845 rentable square feet and are located in certain space designated as Suite #400 on the fourth floor of a certain building referred to as “Forum IV” and located at 8529 Six Forks Road, Raleigh, North Carolina 27615, and known as the “Building.” The space subleased hereby is a portion of the space leased to the Sublandlord under the Prime Lease as shown in more detail on **Exhibit A** attached hereto, and is hereinafter referred to as the “Premises.” The parties desire by this instrument to establish the terms and conditions upon which Subtenant will sublet the Premises from Sublandlord; and

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Except for Sections 1(b), 1(f), 3, 5(c), 30, and 31 of, and Addendums Number One, Two, and Three to the Prime Lease; Sections 1, 2, 3, 4, 6, 7, 8, 9, 12, and 13 of, and Exhibits A-1, A-2, B and C to Lease Amendment Number One; Sections 1, 2, and 3 of Lease Amendment Number Two, or as otherwise herein provided, as between Sublandlord and Subtenant, all of the terms, provisions, covenants and conditions contained in the Prime Lease are made a part of this Sublease, Sublandlord being substituted for “Landlord” and Subtenant for “Tenant,” it being understood that such rights and obligations of Tenant as are contained in the same, and as the same relate to the Premises, during the term of this subletting, are hereby granted to or imposed on Subtenant in the same manner as if Subtenant had been Tenant in same. Notwithstanding the foregoing, this Sublease shall not release Sublandlord from any existing or future duty, obligation or liability to Landlord under the Prime Lease, nor shall this Sublease change, modify, or amend the Prime Lease in any manner, and in the event of any conflict between the terms of the Prime Lease and this Sublease, the express terms of the Prime Lease shall prevail. Sublandlord agrees that Subtenant shall be entitled to receive all services Sublandlord is entitled to receive from Landlord pursuant to the Prime Lease, and Subtenant agrees that Sublandlord shall not be responsible for providing, or ensuring the provision of same. Subtenant expressly acknowledges that Sublandlord is not responsible for complying with any terms of the Prime Lease which, by their nature, are the sole obligations of the Landlord thereunder.

Sublandlord hereby subleases the Premises to Subtenant, on the same terms and conditions upon which said Premises were leased to Sublandlord under the Prime Lease, the same as if all the terms and conditions of the Prime Lease were fully set forth herein, except as otherwise expressly set forth herein. During the term of this Sublease, and except as set forth to the contrary herein, Subtenant hereby assumes and agrees to make all payments as hereinafter set forth and perform and fulfill all obligations, covenants and agreements of Sublandlord under the Prime Lease, with respect to the Premises, from and after the date hereof in the same manner as if Subtenant had executed the Prime Lease as tenant on the date hereof.

2. The term of this Sublease (the "Term") shall commence as of the later of (i) the date which is the first business day after all parties hereto have executed this Sublease and Landlord has consented to this Sublease in writing, or (ii) the 1st day of December, 2023 (the "Commencement Date"), and shall expire on the 31st day of October, 2027 at 5:00 p.m. (the "Expiration Date"), unless sooner terminated in accordance with the terms of this Sublease. Subtenant expressly acknowledges that no right or option to extend or renew the Term, or rights to other space owned or leased by Landlord or Sublandlord (including specifically any right of first refusal), is granted to Subtenant hereunder, nor shall Subtenant be entitled to exercise any such or similar rights afforded under the Prime Lease. Notwithstanding the foregoing, Subtenant shall have reasonable access to the Premises upon the later of (i) November 1, 2023; or (ii) full execution of this Sublease and prior written approval of the Landlord hereto, for the purpose of installing its telephone and computer wiring, furniture, and trade fixtures; provided, however, Subtenant (I) shall have no right to conduct business within the Premises prior to the Commencement Date; and (II) shall not interfere with Sublandlord's performance of the demising work referenced in Section 9 below. Subtenant shall not be required to pay any Rent during such early occupancy but all other provisions of the Prime Lease and this Sublease shall apply during such early occupancy. This right of entry onto the Premises is a license from Sublandlord to Subtenant which is subject to revocation in the event that Subtenant or its employees, contractors or agents causes or is the cause of any labor dispute or damage during such period which results from, whether directly or indirectly, the installation or delivery of the foregoing, or otherwise breaches any term, covenant or condition of this Sublease. Prior to Subtenant's entry onto the Premises in accordance herewith, Subtenant shall demonstrate to Landlord and Sublandlord that it has obtained the insurance required under this Sublease. Under no circumstances shall Landlord or Sublandlord be liable or responsible for and Subtenant agrees to assume all risk of loss or damage to any and all cabling/wiring and Subtenant's personal property and to indemnify, defend and hold Landlord and Sublandlord harmless from any liability, loss or damage arising from any damage to the property of Landlord or Sublandlord, or their contractors, employees or agents, and any death or personal injury to any person or persons to the extent caused by, attributable to or arising out of, whether directly or indirectly, Subtenant's entry onto the Premises or the delivery, placement, installation, or presence of the cabling/wiring and Subtenant's personal property.

3. The "Rent Commencement Date" shall be the Commencement Date. Commencing on the Rent Commencement Date, Subtenant shall pay base annual rent ("Base Rent") according to the following schedule:

Rent Commencement Date – 3/31/2024:	\$24,750.00/month
4/1/2024 – 11/30/2024:	\$49,500.00/month
12/1/2024 – 11/30/2025:	\$57,937.50/month
12/1/2025 – 11/30/2026:	\$64,440.00/month
12/1/2026 – Expiration Date:	\$78,285.63/month

Base Rent due throughout the Term shall be payable in equal monthly installments, in advance, on or before the first day of each calendar month of the Term, except that Subtenant shall pay the first such monthly installment upon the execution hereof. If the Rent Commencement Date is a date other than the first day of the month, rent for the period commencing with and including the Rent Commencement Date until the first day of the following month shall be pro-rated at the rate of one-thirtieth (1/30th) of the fixed monthly rental per day. All rent and other amounts due under this Sublease shall be paid without demand or notice and without any setoff or deduction whatsoever. All charges, costs and sums required to be paid by Subtenant to Sublandlord hereunder in addition to Base Rent shall be deemed additional rent ("Additional Rent"), and Base Rent and Additional Rent shall hereinafter be collectively called "Rent." Rent shall be paid to or upon the order of Sublandlord via ACH payment (instructions for same listed as Exhibit B attached hereto and incorporated herein) or at the following address: insightsoftware, LLC, 8529 Six Forks Road, Suite 300, Raleigh, North Carolina 27615. Sublandlord shall have the right to change the Sublandlord's address by giving advance written notice thereof to Subtenant. All payments of Rent shall be made in immediately available, lawful money of the United States.

As of the Rent Commencement Date, Subtenant shall also be responsible for any charges for after-normal hours HVAC service and/or excess electrical usage, as may be required of Sublandlord as Tenant under the Prime Lease with respect to the Premises only. Subtenant shall not be responsible for any Operating Costs and Taxes, or any similar charges under the Prime Lease (except as specifically provided in this Sublease).

4. Subtenant will not assign this Sublease in whole or in part, nor sublet all or any part of the Premises, without the written consent of Sublandlord and Landlord first obtained, Sublandlord's consent not to be unreasonably withheld, conditioned, or delayed.

5. All notices required or permitted by any provision of the Prime Lease or this Sublease shall be sent via certified mail, return receipt requested or via personal or overnight courier delivery (with proof of delivery requested) and shall be directed to Landlord at the address for notice as set forth in the Prime Lease. Other notices required or permitted by any provision of the Prime Lease or this Sublease shall be directed as follows:

If to Sublandlord:	insightsoftware, LLC 8529 Six Forks Road, Suite 300 Raleigh, North Carolina 27615 Attn: [***] E-mail: [***]
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with a copy to: Smith, Anderson, Blount, Dorsett,
Mitchell & Jernigan, L.L.P.
Post Office Box 2611
Raleigh, North Carolina 27602-2611
Attention: [***]
E-mail: [***]

If to Subtenant: Verona Pharma, Inc.
3 More London Riverside
London SE1 2RE
Attn: Claire Poll, General Counsel
Email: Legal@veronapharma.com

with a copy to: Attn: Mark Hahn, CFO
E-mail: mark.hahn@veronapharma.com

Either party may, at any time or from time to time, designate in writing a substitute address for the above set forth, and thereafter notice shall be directed to such substitute address.

6. This Sublease, and all rights hereunder, are in full respects subordinate to the Prime Lease.

7. Subtenant hereby agrees to execute such other necessary documents and instruments as Sublandlord may hereafter reasonably request in order to effectuate the provisions of the Sublease. In the event that Subtenant is more than one person or entity, the obligations of the persons and entities executing this Sublease as Subtenant shall be joint and several.

8. Landlord's consent to this Sublease shall not be construed as relieving Sublandlord from the requirement of obtaining Landlord's consent to any further subleasing or assignment of the Prime Lease, or of creating any rights in Subtenant against Landlord as a result of Landlord's consent to this Sublease.

9. Subtenant acknowledges and agrees that the Premises are being conveyed in broom clean condition and that Sublandlord hereby makes no representation or warranty whatsoever, including specifically the condition thereof or their fitness for a particular purpose. Subtenant shall not alter the Premises without first obtaining Sublandlord's written approval for such alteration. Subtenant acknowledges that alterations are further subject to the consent of Landlord and Subtenant shall be responsible for obtaining such consent; provided, however, Sublandlord shall reasonably cooperate and work with Subtenant to obtain the consent of the Landlord. Except as otherwise agreed upon at the time any such consent is given, all alterations shall remain upon the Premises and shall be incorporated in and made a part of the Premises as completed. Subtenant shall be responsible, at its sole cost and expense, for all conditions of Landlord's consent to any alterations, including without limitation any restoration and/or removal obligations. Notwithstanding the foregoing, Sublandlord shall (at Sublandlord's sole cost and expense) be responsible for separately demising the Premises before the Commencement Date pursuant to a separate agreement between Landlord and Sublandlord. In the event that Sublandlord is responsible for any restoration or repair of the Premises (with respect to the above-referenced demising work), such restoration or repair obligations shall be the sole and exclusive liability of Sublandlord and shall in no way pass to Subtenant. Subtenant in no event will be held responsible for any liabilities to Landlord incurred by Sublandlord as a result of Sublandlord's failure to perform any such restorations or repairs.

10. Subtenant shall be liable for, and shall indemnify, defend and hold Sublandlord and Landlord harmless from and against, any and all claims, damages, judgments, suits, causes of actions, losses, liabilities, and expenses, including, without limitation, reasonable attorneys' fees and court costs to the extent arising or resulting from (a) the negligence or willful misconduct of Subtenant or any of Subtenant's agents, employees, subtenants, assignees, licensees, or invitees as to injuries to persons or damage to property occurring in or about the Premises and (b) the default by Subtenant of any obligation on Subtenant's part to be performed under the terms of this Sublease; provided, however, Subtenant's indemnity shall not apply or extend to any such damage or injury to the extent the same are: (i) the result of the negligence or willful misconduct of Sublandlord (or Landlord, in the case of Landlord's indemnity), or Sublandlord's (or Landlord's, in the case of Landlord's indemnity) employees, agents or contractors, or (ii) paid to Sublandlord (or Landlord, in the case of Landlord's indemnity) out of the proceeds of any policy of insurance required hereunder. In case any action or proceeding is brought against Sublandlord or Landlord by reason of Subtenant's indemnification obligation set forth in this section, Subtenant, upon notice from Sublandlord or Landlord shall defend the same at Subtenant's expense. The terms and provisions of this section shall survive the termination or expiration of this Sublease.

Sublandlord shall be liable for, and shall indemnify, defend and hold Subtenant and harmless from and against, any and all claims, damages, judgments, suits, causes of actions, losses, liabilities, and expenses, including, without limitation, reasonable attorneys' fees and court costs to the extent arising or resulting from (a) the negligence or willful misconduct of Sublandlord or any of Sublandlord's agents, employees, subtenants, assignees, licensees, or invitees as to injuries to persons or damage to property occurring in or about the Building and (b) the default by Sublandlord of any obligation on Sublandlord's part to be performed under the terms of this Sublease; provided, however, Sublandlord's indemnity shall not apply or extend to any such damage or injury to the extent the same are: (i) the result of the negligence or willful misconduct of Subtenant, or Subtenant's employees, agents or contractors, or (ii) paid to Subtenant out of the proceeds of any policy of insurance required hereunder. In case any action or proceeding is brought against Subtenant by reason of Sublandlord's indemnification obligation set forth in this section, Sublandlord, upon notice from Subtenant shall defend the same at Sublandlord's expense. The terms and provisions of this section shall survive the termination or expiration of this Sublease.

11. Notwithstanding any provision contained in this Sublease to the contrary, should either party institute any legal proceeding against the other for breach of any provision herein contained and prevail in such action, such other party shall reimburse the prevailing party for the cost of expenses of such prevailing party, including, without limitation, its reasonable attorneys' fees actually incurred at standard and reasonable billing rates.

12. This Sublease and all provisions contained herein are contingent upon the written approval of Landlord, pursuant to a separate written agreement entered into by Landlord, Sublandlord, and Subtenant.

13. None of the covenants, terms or conditions of this Sublease to be kept and performed by either party, shall in any manner be altered, waived, modified, changed or abandoned except by a written instrument, duly signed and delivered by the other party.

14. If any term or provision of this Sublease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Sublease shall not be affected thereby, but each term and provision of this Sublease shall be valid and shall be enforced to the fullest extent permitted by law.

15. All of the covenants, agreements, conditions and undertakings contained in this Sublease shall extend and inure to and be binding upon the heirs, executors, administrators, successors and permitted assigns of the respective parties hereto.

16. Sublandlord and Subtenant warrant to the other that neither of them has had any dealings with any broker or agent in connection with the transactions contemplated hereby except as follows: Rich Commercial Realty ("Sublandlord's Broker") and Jones Lang LaSalle ("Subtenant's Broker"). Sublandlord agrees to pay a fee to Sublandlord's Broker and a fee to Subtenant's Broker, in such amounts as specified pursuant to a separate agreement entered into by Sublandlord. Sublandlord and Subtenant covenant to pay, hold harmless and indemnify the other from and against any and all costs, expenses or liability for any compensation, commissions and charges claimed by any other broker or agent, with respect to the transactions contemplated hereby or the negotiation thereof and arising by virtue of the acts of the indemnifying party.

17. No waiver by any party hereto of any breach by the other party hereto of any term, covenant, condition, or agreement herein and no failure by any party hereto to exercise any right or remedy in respect of any breach hereunder, shall constitute a waiver or relinquishment for the future of any such term, covenant, condition, or agreement or of any subsequent breach or of any such term, covenant, condition or agreement.

18. This Sublease constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and this Sublease supersedes all prior oral or written agreements, commitments, or understandings with respect to the matters provided for herein.

19. This Sublease may be executed in multiple counterparts, each of which may be deemed to be an original.

20. Sublandlord acknowledges and agrees that Subtenant shall be entitled to such signage rights as are permitted by the Landlord, in Landlord's sole discretion. Subtenant shall be responsible, at its sole cost and expense, for all conditions of Landlord's consent to any signage, including without limitation any restoration and/or removal obligations.

21. Whenever Sublandlord is required in the Prime Lease to furnish insurance to Landlord, Subtenant agrees to furnish such insurance in the same amounts naming Sublandlord and Landlord as additional insureds with waivers of subrogation in favor of Landlord and Sublandlord, as provided in the Prime Lease. Each such insurance policy shall contain a provision that such policies shall not be cancelled upon less than thirty (30) days prior written notice to Sublandlord. Subtenant will deliver certificates of insurance to Sublandlord (on forms reasonably acceptable to Sublandlord).

22. Subtenant shall, at all times during the Term, have access to at least one hundred thirty-three (133) unreserved parking spaces in the parking areas serving the Building (at no separate charge).

23. Subtenant shall be entitled to use Sublandlord's existing furniture and equipment (as listed on **Exhibit C** attached hereto and incorporated herein) within the Premises ("Furniture and Equipment"), from the Commencement Date until the end of the Term (at no separate charge). Ownership of the Furniture and Equipment shall pass to Subtenant at the end of the Term, or at any such earlier time in which this Sublease may be terminated as permitted herein or as a result of termination of the Prime Lease (with a bill of sale reciting \$1 consideration, to the extent requested by Subtenant). To Sublandlord's knowledge, Sublandlord has good and indefeasible title to the Furniture and Equipment, free and clear of liens or other encumbrances which would restrict Subtenant from passing ownership of the Furniture and Equipment to Subtenant as required herein.

[Signature Page(s) Follow]

IN WITNESS WHEREOF, each party hereto has duly executed this Sublease as of and on the day and year first above written.

SUBLANDLORD:
insightsoftware, LLC

By: /s/ David Woodworth
Name: David Woodworth
Title: CFO
Date: August 28, 2023

SUBTENANT:
Verona Pharma, Inc.

By: /s/ Mark Hahn
Name: Mark Hahn
Title: CFO
Date: 8/28/2023

EXHIBIT A

(See Exhibit A to the original Prime Lease)

EXHIBIT B

[***]

EXHIBIT C

[***]

Prime Lease



**HIGHWOODS-DLF FORUM, LLC
("LANDLORD")**

**GLOBAL SOFTWARE, LLC
d/b/a insightsoftware
("TENANT")**

OFFICE LEASE

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 - e. *Satisfaction of Judgments Against Landlord*
 - f. *Interest*
 - g. *Legal Costs*
 - h. *Sale of Premises or Building*
 - i. *Time of the Essence*
 - j. *Transfer of Security Deposit*
 - k. *Tender of Premises*
 - l. *Tenant's Financial Statements*
 - m. *Recordation*
 - n. *Partial Invalidity*
 - o. *Binding Effect*
 - p. *Entire Agreement; Construction*
 - q. *Good Standing*
 - r. *Choice of Law*
 - s. *Effective Date*
 - t. *Counterparts and Electronic Signatures*
- Article 30: **Special Conditions**
- Article 31: **Addenda and Exhibits**
 - a. *Lease Addendum Number One – "Work Letter"*
 - b. *Lease Addendum Number Two – "Additional Rent – Operating Expenses and Taxes"*
 - c. *Lease Addendum Number Three – "Option to Extend Lease Term"*
 - d. *Exhibit A – Premises*
 - e. *Exhibit B – Rules and Regulations*
 - f. *Exhibit C – Commencement Agreement*
 - g. *Exhibit D – Acceptance of Premises*

OFFICE LEASE

THIS OFFICE LEASE ("Lease"), made this 26th day of November, 2018 the ("Effective Date"), by and between HIGHWOODS-DLF FORUM, LLC, a Delaware limited liability company ("Landlord"), and GLOBAL SOFTWARE, LLC, a Delaware limited liability company d/b/a insightsoftware ("Tenant"), provides as follows:

1. BASIC DEFINITIONS AND PROVISIONS. The following basic definitions and provisions apply to this Lease:

- a. *Premises.* Rentable Square Feet: 31,845
 Suite: 400
 Building: Forum IV
 Office Park: Forum Office Park
 Street Address: 8529 Six Forks Road
 City/County: Raleigh/Wake
 State/Zip Code: North Carolina/27615

- b. *Term.* Number of Months: 101 Full Calendar Months
 Possession Date: The day following the Effective Date as stated above.
 Commencement Date: The Commencement Date shall be the earlier of: (i) the date that is one hundred and thirty five (135) days after the Possession Date, (ii) the date upon which Tenant has completed the Tenant Improvements (as defined in Lease Addendum Number One), and commenced business operations at the Premises.
 Rent Commencement Date: The date that is five (5) months after the Commencement Date.
 Expiration Date: The last day of the 101st month after the Commencement Date.

c. *Lease Year.* The term "Lease Year" shall have the following meaning: the first Lease Year shall commence as of the Commencement Date and shall end on the last day of the 12th full month thereafter. If the Commencement Date is not the first day of a calendar month, the first Lease Year shall include the partial month that includes the Commencement Date and the 12 full months immediately following the partial month; as such, Month 1 in the rent schedule below shall include the partial month that includes the Commencement Date and the full calendar month immediately following the partial month. Each successive Lease Year shall be the 12-month period commencing on the day immediately following the last day of the prior Lease Year except for any shorter period necessitated by the expiration or earlier termination of the Lease.

d. *Permitted Use.* General office use, and all related activities.

e. *Occupancy Limitation.* No more than 6 persons per 1,000 rentable square feet of the Premises.

f. *Base Rent.* The minimum base rent for the Term is [REDACTED] payable in monthly installments on the 1st day of each month in accordance with the following Base Rent Schedule:

MONTHS	ANNUAL BASE RENT PER RENTABLE SQUARE FOOT	MONTHLY RENT	PERIOD RENT
*Months 1-12	[REDACTED]	[REDACTED]	[REDACTED]

*Months 13-22					
Month 23*-24					
Months 25-36					
Months 37-48					
Months 49-60					
Months 61-72					
Months 73-84					
Months 85-96					
Months 97-101					
					CUMULATIVE BASE RENT

*Provided tenant is not in default of the terms of this Lease (beyond any applicable notice and cure period provided herein), Landlord shall abate the Monthly Rent as set forth above. Month 23 will include a partial rental abatement of [REDACTED]

- g. *Rent Payment Address.* Highwoods-DLF Forum, LLC
P.O. Box 890228
Charlotte, North Carolina 28289-0228
Tax ID #: 26-2189034
- h. *Security Deposit.* None.
- i. *Business Hours.* 8:00 A.M. to 6:00 P.M. Monday through Friday and Saturdays 9:00 A.M. to 1:00 P.M. (excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day).
- j. *After Hours HVAC Rate.* \$35.00 per hour, per zone, provided Tenant has requested (during normal business hours) after hours HVAC at least four (4) business hours in advance.
- k. *Parking.* Parking is provided on an unreserved and nonexclusive basis at a ratio not to exceed 6 parking spaces per 1,000 rentable square feet of the Premises free of charge for the term and any Extended Lease Term (as defined in Lease Addendum Number Three).
- l. *Notice Addresses*
 - LANDLORD: **HIGHWOODS-DLF FORUM, LLC**
c/o Highwoods Realty Limited Partnership
3100 Smoketree Court, Suite 600
Raleigh, North Carolina 27604
Attn: Manager, Lease Administration and Legal Department
 - TENANT: **GLOBAL SOFTWARE, LLC**
d/b/a insightsoftware
8529 Six Forks Road, Suite 400
Raleigh, North Carolina 27615
Attn: _____

m. *Broker*

Savills Studley, Inc.
PNC Plaza
301 Fayetteville Street, Suite 1520
Raleigh, North Carolina 27601

n. *Authorized Representative:* _____

2. LEASED PREMISES.

a. *Premises.* Landlord leases to Tenant and Tenant leases from Landlord the Premises identified in Section 1a and as more particularly shown on Exhibit A, attached hereto. The parties acknowledge that all square foot measurements are approximate and agree that the square footage figures in Section 1a shall be conclusive for all purposes with respect to this Lease.

b. *Common Areas.* Tenant shall have non-exclusive access to those portions of the Building not set aside for leasing to tenants or reserved for Landlord's exclusive use, including, but not limited to, entrances, hallways, lobbies, elevators, restrooms, walkways, parking areas and structures, plazas, common conference center, café, and fitness center (subject to a nominal charge for each individual user), if any ("Common Areas"). Landlord has the exclusive right to (i) designate the Common Areas, (ii) change the designation of any Common Area and otherwise modify or eliminate any portion of the Common Areas or Building amenities, and (iii) permit special use of the Common Areas, including temporary exclusive use for special occasions. Tenant shall not interfere with the rights of others to use the Common Areas. All use of the Common Areas shall be subject to any rules and regulations reasonably promulgated by Landlord. Notwithstanding the foregoing, Landlord shall not, at any time during the exercise of the foregoing rights, unreasonably interfere with Tenant's access to the Premises or cause any material increase in Tenant's Additional Rent obligation pursuant to Lease Addendum Number Two.

3. TERM.

a. *Commencement and Expiration Dates.* The Lease Term commences on the Commencement Date and expires on the Expiration Date, as set forth in Section 1b, unless such dates require adjustment due to a delay in the Possession Date as follows:

i. If (a) the Possession Date is delayed for any reason, or (b) Tenant is unable to commence the Tenant Improvements (as defined in Lease Addendum Number One) as of the Possession Date due to any event which inhibits or impairs Contractor's (as defined in Lease Addendum Number One) access to the Premises and/or Building, the Possession Date (and all related dates impacted thereby) shall be equitably adjusted by one (1) day for each day of delay until such issue(s) are remedied, and the Tenant shall be entitled to (1) additional day of rental abatement, to be applied to the first date that Base Rent is due and payable under this Lease (taking into account the existing rental abatements set forth in the rent schedule under Section 1f herein). Notwithstanding the foregoing, in the event Landlord is unable to deliver possession of the Premises such that Tenant may commence construction of the Tenant Improvements pursuant to Lease Addendum Number One within sixty (60) days after the Effective Date (the "Outside Delivery Date") expressly excluding any delays resulting from force majeure or caused by Tenant ("Excused Delays"), then Tenant may terminate this Lease by giving written notice to Landlord within ten (10) business days following the Outside Delivery Date.

ii. If Landlord fails to deliver the Premises as of the Possession Date, as set forth in Section 1b, for any reason set forth in Section 3(a)(i) above, the Commencement Date, Expiration Date and any other material date under this Lease affected thereby, shall be adjusted accordingly.

iii. At Landlord's election, the Possession Date, Commencement Date, Rent Commencement Date and Expiration Date may be set forth in a Commencement Agreement similar to Exhibit C, attached hereto, to be prepared by Landlord and promptly executed by the parties.

b. *Space Preparation Work Reimbursement.* Landlord shall provide Tenant with a Space Preparation Allowance (as provided in Lease Addendum Number One) to offset the actual and reasonable hard and soft costs associated with the items indicated in this Section 3b (the "Space Preparation Work"). The Space Preparation Work shall include, without limitation, the following: (i) demolition and removal of all existing drywall partitions, flooring, drop ceiling systems, and lighting boxes; (ii) HVAC distribution loop in good working order; (iii) fire

sprinkler system in good working order and compliant with applicable laws regarding vacant space; (iv) interior and exterior (if applicable) window coverings installed; (v) floors level to industry standards; (vi) power panels, transformers, and life safety panels operable and ready for distribution of Building Standard lighting, power and life safety equipment; (vii) core walls, perimeter walls and columns in paint-ready condition; (viii) windows watertight and in good working order; and (ix) Building electrical and mechanical systems in good working order. The Tenant Improvements shall be constructed from the as-is condition of the Premises.

c. *Right to Occupy.* As of the Possession Date, Tenant may enter the Premises for the purpose of constructing the Tenant Improvements pursuant to Lease Addendum Number One, installing its furniture, fixtures and equipment, and all other related purposes (the "Early Entry Period"). All terms and conditions of the Lease shall apply during the Early Entry Period, except that Tenant shall have no obligation to pay Rent until the Rent Commencement Date set forth in Section 1.b. As of the Possession Date, upon the request of Landlord, Tenant's Authorized Representative shall execute an Acceptance of Premises similar to Exhibit D attached hereto, to be prepared by Landlord and executed by the parties. Tenant shall not occupy the Premises until Tenant has complied with all of the following requirements to the extent applicable under the terms of this Lease: (i) delivery of all certificates of insurance, and (ii) if Tenant is an entity, receipt of resolutions, a secretary's certificate or other documentation reasonably acceptable to Landlord depicting the authority of the party/individual signing on behalf of Tenant and a good standing certificate from the State where it was organized and a certificate of authority to do business in the State in which the Premises are located (if different). Tenant's failure to comply with these (or any other conditions precedent to occupancy under the terms of this Lease) shall not delay the Commencement Date.

4. USE.

a. *Permitted Use.* The Premises may be used only for Tenant's Permitted Use as defined in Section 1d and in accordance with the Occupancy Limitation as set forth in Section 1e. Tenant shall not knowingly use the Premises:

- i. In violation of any restrictive covenants which apply to the Premises;
- ii. In any manner that constitutes a nuisance or trespass or disturb other tenants in the Building or Office Park, as applicable;
- iii. In any manner which increases any insurance premiums, or makes such insurance unavailable to Landlord on the Building; provided that, in the event of an increase in Landlord's insurance premiums which results solely from Tenant's use of the Premises, upon written notice to Tenant and reasonable opportunity to cure, Landlord may elect to permit the use and charge Tenant for the increase in premiums, and Tenant's failure to pay Landlord the amount of such increase within 10 days after receipt of Landlord's written demand shall be an event of default;
- iv. In any manner that creates unusual demands for electricity, heating or air conditioning; or
- v. For any purpose except the Permitted Use, unless consented to by Landlord in writing.

b. *Prohibited Equipment in Premises.* Tenant shall not use or install any equipment in the Premises that places unusual demands on the electrical, heating or air conditioning systems ("High Demand Equipment") without Landlord's prior written consent. Any determination regarding whether equipment should be classified as High Demand Equipment shall be consistent with standards regarding such equipment in comparable office buildings owned by Landlord in the Raleigh-Durham (or "Triangle") market area. No such consent will be given if Landlord determines, in its opinion, that such High Demand Equipment may not be safely used in the Premises or that electrical service is not adequate to support the High Demand Equipment. Landlord's consent may be conditioned, without limitation, upon separate metering of the High Demand Equipment and Tenant's payment of all engineering, equipment, installation, maintenance, removal and restoration costs and utility charges associated with the High Demand Equipment and the separate meter, as well as administrative costs as provided below. If High Demand Equipment used in the Premises by Tenant affects the temperature otherwise maintained by the heating and air conditioning system, Landlord shall have the right to install supplemental air conditioning units in the Premises and/or require Tenant to use any existing supplemental units serving the Premises. If supplemental units are required by Landlord pursuant to the foregoing sentence, or if Tenant requests the installation and/or use of any supplemental units, then the cost of engineering, installation, operation and maintenance of the units shall be paid by Tenant. All costs and expenses relating to High Demand Equipment and

Landlord's reasonable administrative costs (such as reading meters and calculating invoices) shall be Additional Rent, payable by Tenant within ten (10) business days after receipt of Landlord's invoice.

5. RENT.

a. *Payment Obligations.* Beginning on the Rent Commencement Date, Tenant shall pay Base Rent and Additional Rent (collectively, "Rent") on or before the first day of each calendar month during the Term, as follows:

i. Rent payments shall be sent to the Rent Payment Address set forth in Section 1g.

ii. Rent shall be paid without previous demand or notice and without set off or deduction. Tenant's obligation to pay Rent under this Lease is completely separate and independent from any of Landlord's obligations under this Lease. Any payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord shall be treated as a payment on account. The acceptance by Landlord of a check or other draft for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full shall be given no effect, and Landlord may accept such check or draft without prejudice to any other rights or remedies which Landlord may have against Tenant.

iii. If the Rent Commencement Date is a day other than the first day of a calendar month, then Rent for such month shall be (i) prorated for the period between the Rent Commencement Date and the last day of the month in which the Rent Commencement Date falls, and (ii) due and payable on the Rent Commencement Date.

iv. If Rent is not received within five (5) business days of the due date, Landlord shall be entitled to an overdue payment fee in the amount of the greater of \$10.00 or five percent (5%) of all Rent due; provided, however, that with respect to the first such late payment within any consecutive twelve (12) month period, no late fee shall be assessed if, within five (5) business days after receipt of notice from Landlord, Tenant submits the entire Rent amount then due and payable.

v. If Landlord presents Tenant's check to any bank and Tenant has insufficient funds to pay for such check, then Landlord shall be entitled to the maximum lawful bad check fee or five percent (5%) of the amount of such check, whichever amount is less.

b. *Base Rent.* Tenant shall pay Base Rent as set forth in Section 1f.

c. *Additional Rent.* In addition to Base Rent, Tenant shall pay as rent all sums and charges due and payable by Tenant under this Lease ("Additional Rent"), including, but not limited to, Tenant's Proportionate Share of the increase in Operating Expenses and Taxes as set forth in Lease Addendum Number Two.

6. INTENTIONALLY OMITTED.

7. SERVICES BY LANDLORD.

a. *Base Services.* Provided that Tenant is not then in default beyond any applicable cure period, Landlord shall cause to be furnished to the Building, or as applicable, the Premises, in common with other tenants the following services:

i. Water for drinking, lavatory and toilet purposes.

ii. Electricity for the building standard fluorescent lighting and for the operation of general office machines.

iii. Building standard fluorescent lighting composed of 2' x 4' fixtures; Tenant shall service, replace and maintain at its own expense any incandescent fixtures, table lamps, or lighting other than the Building Standard fluorescent light, and any dimmers or lighting controls other than controls for the building standard fluorescent lighting.

iv. Heating and air conditioning between sixty-eight degrees (68°) and seventy-five degrees (75°) for the reasonably comfortable use and occupancy of the Premises during Business Hours as set forth in Section 1i.

v. After Business Hours, weekend and holiday heating and air conditioning at the After Hours HVAC rate set forth in Section 1j, with such charges subject to commercially reasonable annual increases as determined by Landlord.

vi. Janitorial services five days a week (excluding National and State holidays) after Business Hours.

vii. A reasonable pro-rata share of the unreserved, nonexclusive parking spaces of the Building, not to exceed the Parking specified in Section 1k, for use by Tenant's employees and visitors in common with the other tenants and their employees and visitors.

b. *Landlord's Maintenance*. Landlord shall make all repairs and replacements to the Building (including Building fixtures and equipment), Common Areas and Building Standard Improvements in the Premises excluding only those repairs and replacements that Tenant must make under Article 8 herein, so as to maintain such areas in a first-class condition consistent with Class A office space in the "Triangle" market area. Landlord shall not be obligated to repair or maintain Non-Standard Improvements (as defined in this Lease). Landlord's maintenance obligations shall include the roof, foundation, exterior walls, interior structural walls, all structural components, and all Building systems, such as mechanical, electrical, HVAC, and plumbing. Repairs or replacements shall be made within a commercially reasonable time (depending on the nature of the repair or replacement needed) after receiving notice from Tenant or Landlord having actual knowledge of the need for a repair or replacement.

Notwithstanding the foregoing or any provision herein to the contrary, in the event that any supplemental air conditioning units are installed in the Premises pursuant to Section 4.b above by or on behalf of Tenant, at Tenant's request or by Landlord, Tenant shall be solely responsible for all costs associated with the installation, operation, maintenance, repair and replacement of the supplemental units, including, without limitation, all electrical costs associated with the supplemental units, which shall be separately metered and due and payable by Tenant within 10 days after receipt of Landlord's invoice. Notwithstanding the foregoing, any supplemental units that are two tons or less shall not be separately metered; instead, Tenant shall reimburse Landlord on a monthly basis for the costs and expenses associated with electrical service for each of these units (the "HVAC Reimbursement"). The monthly HVAC Reimbursement shall be Additional Rent and shall be due and payable at the same time and in the same manner as monthly Base Rent. The amount of the monthly HVAC Reimbursement for each unit shall be determined according to the following formula:

$$(\# \text{ tons of the supplemental unit}) \times (3 \text{ kW/ton}) \times (547 \text{ hours}) \times (\text{Average Rate/kWh}) = \text{monthly HVAC Reimbursement per unit}$$

The Average Rate/kWh is a fraction, the numerator of which is the average cost of electricity billed to Landlord by the applicable utility provider during the applicable billing cycle, and the denominator of which is the total kWh consumed at the Building during that same billing cycle. Landlord shall have the right to adjust the monthly HVAC Reimbursement annually based on the Average Rate/kWh for the preceding 12-month period, and Landlord shall notify Tenant in writing of the adjustment.

c. *No Abatement*. There shall be no abatement or reduction of Rent by reason of any of the foregoing services not being continuously provided to Tenant. Landlord shall have the right to reasonably shut down the Building systems (including electricity and HVAC systems) for required maintenance and safety inspections, and in cases of emergency. Notwithstanding the foregoing, Landlord agrees (i) to use commercially reasonable efforts to shut down such Building systems after Business Hours or on weekends, and (ii) that if there is an interruption within Landlord's reasonable control (other than an interruption resulting from a fire, other casualty or any failure on the part of any utility provider) of "Essential Building Services" (as defined below) which Landlord is to provide that renders the Premises untenantable (unless Landlord has commenced to cure such cause or remediate such interruption and it cannot be fully cured or reasonably remediated within the seven day period) and continues for a period of seven (7) or more consecutive days after Landlord receives notice from Tenant (an "Unauthorized Interruption"), Tenant's Rent will, except as provided below, abate commencing at the end of said seven (7) day period until the Premises (or applicable portion thereof) are tenantable. If the Unauthorized Interruption is the result of any misconduct or negligent acts of Tenant or Tenant's Agents, Rent will not abate. If Tenant continues to use any part of the Premises to conduct its business, the Rent will only abate for the untenantable part not used. For the purposes of this Section, "Essential Building Services" shall mean, heating, water, electricity, air conditioning, functioning restrooms and elevator service.

8. TENANT'S ACCEPTANCE AND MAINTENANCE OF PREMISES

a. *Acceptance of Premises.* Except as expressly provided otherwise in this Lease, Tenant's occupancy of the Premises is Tenant's representation to Landlord that (i) Tenant has examined and inspected the Premises, (ii) finds the Premises to be as represented by Landlord and satisfactory for Tenant's intended use, and (iii) constitutes Tenant's acceptance of the Premises "as is," except for (i) any unknown violations of applicable laws, codes or ordinances, (ii) repairs covered by warranty, (iii) hidden or latent defects that Tenant could not have reasonably discovered during its inspection of the Premises, and (iv) Landlord's ongoing repair and maintenance obligations set forth in this Lease. Landlord makes no representation or warranty as to the condition of the Premises except as specifically set forth elsewhere in this Lease.

b. *Move-In Obligations.* Tenant shall schedule its move-in with the Landlord's Property Manager. Prior to the move-in, Tenant must provide the name, address and contact information for Tenant's moving company, and the moving company must comply with Landlord's requirements, including insurance. During Tenant's move-in, a representative of Tenant must be on-site with Tenant's moving company to insure proper treatment of the Building and the Premises. Elevators, entrances, hallways and other Common Areas must remain in use for the general public during business hours. Any specialized use of elevators or other Common Areas must be coordinated with Landlord's Property Manager. Tenant must properly dispose of all packing material and refuse in accordance with the Rules and Regulations. Any actual damage or destruction to the Building or the Premises actually caused by Tenant or its moving company, employees, agents or contractors during Tenant's move-in will be the sole responsibility of Tenant.

c. *Tenant's Maintenance.* Expressly subject to Landlord's obligations with respect to service and repair as provided in this Lease, Tenant shall: (i) keep the Premises and fixtures in good order; (ii) repair Non-Standard Improvements installed by or at Tenant's request that serve the Premises (unless the Lease is ended because of casualty loss or condemnation); and (iii) not commit waste. "Non-Standard Improvements" means such items as (i) High Demand Equipment and separate meters, (ii) all wiring and cabling from the point of origin to the termination point, (iii) raised floors for computer or communications systems, (iv) telephone equipment, security systems, and UPS systems (which, for avoidance of doubt, does not include cabling), (v) equipment racks, (v) alterations installed by or at the request of Tenant after the Commencement Date, (vi) equipment installed in a kitchen, kitchenette or break room within the Premises, including any ice machine, refrigerator, dishwasher, garbage disposal, coffee machine and microwave, sink and related faucets, water filter and water purification system, (vii) kitchen drain lines; and (ix) any other improvements that are not part of the Building Standard Improvements, including, but not limited to, special equipment, decorative treatments, lights and fixtures and executive restrooms. In connection with any maintenance, repairs or replacements required to be made by Tenant herein, Tenant may use its own contractor to perform any such work, provided that: (i) the contractor is properly insured and bonded, names Landlord as an additional insured party on such insurance policies, provides a certificate of insurance to Landlord and holds a valid license in the State of North Carolina; (ii) the contractor is reputable and meets with Landlord's prior written approval, which shall not be unreasonably withheld, conditioned or delayed; and (iii) all work performed by the contractor is subject to Landlord's inspection and reasonable approval.

d. *Alterations to Premises.* Tenant shall make no structural or interior alterations to the Premises without the prior written approval of Landlord. If Tenant requests alterations, Tenant shall provide Landlord with a complete set of construction drawings. If the requested alterations are approved by Landlord, then Landlord shall determine the actual cost of the work to be done. Tenant may then either agree to pay Landlord to have the work done to include a construction supervision fee of three percent (3%) of the hard costs or Tenant may use its own contractor to perform any alterations approved by Landlord, provided that: (i) the contractor is properly insured and bonded, names Landlord as an additional insured party on such insurance policies and holds a valid license in the State of North Carolina (ii) the contractor is reputable and meets with Landlord's prior written approval, which shall not be unreasonably withheld; and (iii) all work performed by the contractor is subject to Landlord's inspection and reasonable approval. In the event Tenant uses its own contractor for alterations, Tenant shall pay Landlord a construction supervision fee of one percent (1%) of the hard costs to cover Landlord's cost for such things as reviewing the plans, approving the contractor, and inspecting the work. The construction supervision fee for the initial tenant improvements shall be as provided in the attached Workletter, if any. Notwithstanding the foregoing, Tenant, at its sole cost and expense, shall have the right to make interior, non-structural alterations to the Premises of up to [REDACTED] per occurrence without the prior written approval of Landlord ("Permitted Alterations"), provided the Permitted Alterations (i) do not require a building permit; (ii) do not create an

unreasonable burden on the load bearing capability of the floor or otherwise affect any structural elements of the Building and/or Premises; (iii) do not modify, connect to, or interfere with any Building systems (such as the HVAC, plumbing or electrical systems); and (iv) are not visible from outside of the Premises. Tenant shall notify Landlord in writing prior to making any such Permitted Alterations. Notwithstanding any provision herein to the contrary, if Tenant desires to use its own contractors and/or subcontractors to perform any Permitted Alterations, the contractors and/or subcontractors must meet the requirements specified in this Section 8(d). Any Permitted Alterations performed by Tenant must be completed in a good and workmanlike manner and in accordance with all applicable laws, codes and regulations. Landlord shall have the right to inspect Tenant's work periodically in connection with any Permitted Alterations to the extent reasonably necessary to ensure Tenant's compliance with this provision.

e. *Restoration of Premises.* At the expiration or earlier termination of this Lease, Tenant shall (i) deliver the Premises to Landlord in good repair and condition, ordinary wear and tear, and damage by insured casualty excepted. Notwithstanding the foregoing, Tenant shall not be required to remove any leasehold improvements, including cabling, from the Premises at the end of the lease, nor perform any restoration of the Premises except in the event Tenant installs extraordinary fixtures or improvements identified by Landlord in writing. If Tenant has required or installed Non-Standard Improvements, such improvements shall be removed as part of Tenant's restoration obligation as provided in writing by Landlord. Landlord, however, may grant Tenant the right to leave any Non-Standard Improvements in the Premises if at the time of such Non-Standard Improvements were installed, Landlord agreed in writing that Tenant could leave such improvements. Tenant shall repair any damage directly caused by the removal of any Non-Standard Improvements.

f. *Landlord's Performance of Tenant's Obligations* If Tenant does not perform its maintenance or restoration obligations in a timely manner, commencing the same within five (5) business days after receipt of notice from Landlord specifying the work needed, and thereafter diligently and continuously pursuing the work until completion, then Landlord shall have the right, but not the obligation, to perform such work on Tenant's behalf. Any amounts expended by Landlord, without markup, on such maintenance or restoration shall be Additional Rent to be paid by Tenant to Landlord within ten (10) days after written demand, such demand to include a sufficiently detailed invoice outlining any work completed by Landlord and a reasonable cost breakdown associated with each aspect of same.

g. *Construction Liens.* Tenant shall keep Landlord's property, including, without limitation, the Premises, Building, Common Areas and real estate upon which the Building and Common Areas are situated (collectively "Landlord's Property"), free from any liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of Tenant. Should any lien or claim of lien be filed against Landlord's Property by reason of any act or omission of Tenant or any of Tenant's agents, employees, contractors or representatives, then Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within thirty (30) days after the filing thereof. Should Tenant fail to discharge the lien within thirty (30) days, then Landlord may discharge the lien. The amount paid by Landlord to discharge the lien (whether directly or by bond), plus all administrative and legal costs incurred by Landlord, shall be Additional Rent payable by Tenant within thirty (30) days after receipt of Landlord's written demand. The remedies provided herein shall be in addition to all other remedies available to Landlord under this Lease or otherwise.

9. **PROPERTY OF TENANT.** Tenant shall pay when due all taxes levied or assessed upon Tenant's equipment, fixtures, furniture, leasehold improvements and personal property located in the Premises. Provided Tenant is not in default (beyond any applicable notice and cure period provided herein), Tenant may remove all fixtures and equipment which it has placed in the Premises; provided, however, Tenant must repair all damage (in excess of normal wear and tear) caused by such removal. If Tenant does not remove its property from the Premises within ten (10) days of the expiration or earlier termination (for whatever cause) of this Lease, such property shall be deemed abandoned by Tenant, and Landlord may dispose of the same in whatever manner Landlord may elect without any liability to Tenant.

10. **SIGNS.** Tenant may not erect, install or display any sign or advertising material upon the exterior of the Building or Premises (including any exterior doors, walls or windows) without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. Door and directory signage shall be provided and installed by the Landlord in accordance with Building standards at Landlord's expense. As long as Tenant (a) is not in default under the Lease beyond any applicable cure period; and (b) has not assigned its interest under the Lease (specifically excluding those assignments pursuant to Section 17(b) of this Lease); and (c)

continues to lease at least one full floor in the Building, Landlord hereby grants to Tenant the right to be identified on the Building's monument sign. All elements of Tenant's monument identification signage, including, without limitation, all materials, colors, size and lettering, shall be subject to all applicable laws, ordinances, covenants and restrictions, as well as the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall be responsible for any costs associated with the manufacture and installation of Tenant's monument identification signage, which cost may be deducted from the Allowance (as defined in Lease Addendum Number One). Landlord shall maintain and repair Tenant's monument identification signage at Tenant's expense during the Term, and Tenant shall be solely responsible for all costs associated with the removal and disposal of Tenant's monument identification signage upon the expiration or earlier termination of the Lease. The signage provided to Tenant hereunder shall not be exclusive, and Landlord may identify other tenants of the Building on the monument sign.

11. ACCESS TO PREMISES.

a. *Tenant's Access.* Tenant, its agents, employees, invitees, and guests, shall have access to the Premises and reasonable ingress and egress to the Common Areas of the Building twenty-four (24) hours a day, seven days a week; provided, however, Landlord by reasonable regulation may control (but not restrict) such access for the comfort, convenience, safety and protection of all tenants in the Building, or as needed for making repairs and alterations. Tenant shall be responsible for providing access to the Premises to its agents, employees, invitees and guests after Business Hours and on weekends and holidays, but in no event shall Tenant's use of and access to the Premises during non-Business Hours compromise the security of the Building.

b. *Landlord's Access.* Landlord shall have the right to enter the Premises at any time without notice in the event of an emergency. Additionally, Landlord shall have the right, at all reasonable times and upon twenty-four (24) hours written notice (which notice may be electronic to Tenant's designated contact person at the Premises), either itself or through its authorized agents, to enter the Premises (i) to make repairs, alterations or changes that Landlord is permitted or required to make pursuant to the terms of this Lease, (ii) to inspect the Premises, mechanical systems and electrical devices, and (iii) to show the Premises exclusively to prospective mortgagees and purchasers. Within one hundred eighty (180) days prior to the Expiration Date, Landlord shall have the right, either itself or through its authorized agents, upon twenty-four (24) hours advance written notice to Tenant (which notice may be electronic to Tenant's designated contact person at the Premises), to enter the Premises at all reasonable times during Business Hours to show prospective tenants. Except in cases of emergency, Landlord shall use reasonable efforts to minimize any interruption to Tenant's business operations during any entry by Landlord into the Premises. Tenant, in its sole discretion, may elect to require a representative of Tenant to accompany the Landlord (or any prospective tenants) during any such access.

12. **TENANT'S COMPLIANCE.** Subject to Landlord's representations and warranties set forth in this Lease, Tenant shall comply with all applicable laws, ordinances and regulations affecting the Premises, whether now existing or hereafter enacted. Tenant shall comply with the Rules and Regulations attached as **Exhibit B**. The Rules and Regulations may be modified from time to time by Landlord, effective as of the date delivered to Tenant or posted on the Premises, provided such rules are reasonable in scope and uniformly applicable to all tenants in the Building. Any conflict between this Lease and the Rules and Regulations shall be governed by the terms of this Lease.

13. INSURANCE REQUIREMENTS.

a. *Tenant's Liability Insurance.* Throughout the Term, Tenant, at its sole cost and expense, shall keep or cause to be kept for the mutual benefit of Landlord, Landlord's Property Manager, and Tenant, Commercial General Liability Insurance (1986 ISO Form or its equivalent) with a combined single limit, each Occurrence and General Aggregate-per location, of at least [REDACTED] which policy shall insure against liability of Tenant, arising out of and in connection with Tenant's use of the Premises, and which shall insure the indemnity provisions contained in this Lease. Landlord and its managing agent shall be named as an Additional Insured on any and all liability insurance policies required under this Lease. The minimum per Occurrence General Aggregate figures set forth herein can be achieved by a combination of both stated policy coverage amounts and any applicable umbrella policies or coverage maintained by Tenant.

b. *Tenant's Property Insurance.* Tenant, at its own cost and expense, shall also carry the equivalent of ISO Special Form Property Insurance on Tenant's Property for full replacement value and with coinsurance waived. For purposes of this provision, "Tenant's Property" shall mean Tenant's personal property and fixtures, and any

improvements to the Premises that were paid for by Tenant (and were not provided to the Premises pursuant to a tenant improvement allowance provided to Tenant by Landlord or at Landlord's cost).

c. *Certificates of Insurance.* Prior to taking possession of the Premises, and annually thereafter, Tenant shall deliver to Landlord certificates or other evidence of insurance satisfactory to Landlord. If Tenant fails to provide Landlord with certificates or other evidence of insurance coverage, Landlord may obtain the required coverage on Tenant's behalf, in which event the cost of such coverage shall be Additional Rent due and payable by Tenant within 10 days after receipt of Landlord's written demand.

d. *Insurance Policy Requirements.* Tenant's insurance policies required by this Lease shall: (i) be issued by insurance companies licensed to do business in the state in which the Premises are located with a general policyholder's ratings of at least A- and a financial rating of at least VI in the most current Best's Insurance Reports available on the Commencement Date, or if the Best's ratings are changed or discontinued, the parties shall agree to a comparable method of rating insurance companies; (ii) 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 \$50,000.00 unless approved in writing by Landlord; and (v) provide that the policies cannot be canceled, non-renewed, or coverage reduced except after at least 30 days' prior notice to Landlord. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at Tenant's sole risk. Tenant may provide the insurance required by virtue of the terms of this Lease by means of a policy or policies of blanket insurance so long as: (a) the amount of the total insurance allocated to the Premises under the terms of the blanket policy or policies furnishes protection equivalent to that of separate policies in the amounts required by the terms of this Lease; and (b) the blanket policy or policies comply in all other respects with the requirements of this Lease.

e. *Right to Increase Requirements.* Landlord shall have the right, upon prior notice to Tenant but no more than once every three years during the Term, to require Tenant to increase the limit and coverage amount of any insurance Tenant is required to maintain under this Lease to an amount that Landlord or its mortgagee, in the reasonable judgment of either, may deem sufficient, provided that the increased limits are reasonable and consistent with those required by other owners of similar office buildings in the same geographic region.

f. *Landlord's Property Insurance.* Landlord shall keep the Building, including the improvements (but excluding Tenant's Property), insured against damage and destruction by perils insured by the equivalent of ISO Special Form Property Insurance for full replacement value.

g. *Mutual Waiver of Subrogation.* Anything in this Lease to the contrary notwithstanding, Landlord hereby releases and waives unto Tenant (including all partners, stockholders, officers, directors, employees and agents thereof), its successors and assigns, and Tenant hereby releases and waives unto Landlord (including all partners, stockholders, officers, directors, employees and agents thereof), its successors and assigns, all rights to claim damages for any injury, loss, cost or damage to persons or to the Premises or any other casualty, as long as the amount of such injury, loss, cost or damage has been paid either to Landlord, Tenant, or any other person, firm or corporation, under the terms of any Property, General Liability, or other policy of insurance, to the extent such releases or waivers are permitted under applicable law. As respects all policies of insurance carried or maintained pursuant to this Lease and to the extent permitted under such policies, Tenant and Landlord each waive the insurance carriers' rights of subrogation. For purposes of this provision, insurance proceeds paid to either party shall be deemed to include any deductible or self-insurance retention amount for which that party is responsible. A party's failure to obtain or maintain any insurance coverage required to be carried pursuant to the terms of this Lease shall not negate the waivers and releases set forth herein as long as the insurance that the party failed to obtain or maintain would have covered the loss or damage for which the party is waiving its claims. Nothing in this provision shall be deemed a waiver or release by Landlord of its right to claim, demand and collect insurance proceeds directly from Tenant's insurer pursuant to Landlord's status as an additional insured under any insurance policy Tenant is required to carry pursuant to the terms of this Lease.

14. **INDEMNITY.** Subject to the insurance requirements, releases and mutual waivers of subrogation set forth in this Lease, and except to the extent caused by Landlord's negligence or willful misconduct, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, damages, losses, liabilities, lawsuits, costs and expenses (including attorneys' fees at all tribunal levels) arising out of or related to (i) any activity, work, or other thing done, permitted or suffered by Tenant in or about the Premises or the Building, (ii) any breach or default by Tenant in the performance of any of its obligations under this Lease, or (iii) any act or neglect of Tenant, or any officer, agent, employee, contractor, servant, invitee or guest of Tenant. Subject to the

insurance requirements, releases and mutual waivers of subrogation set forth in this Lease, and except to the extent caused by Tenant's negligence or willful misconduct, Landlord shall indemnify and hold Tenant harmless from and against any and all claims, damages, losses, liabilities, lawsuits, costs and expenses (including attorneys' fees at all tribunal levels) arising out of or related to (a) any activity, work, or other thing done, permitted or suffered by Landlord in or about the Common Areas or the Building, (b) any breach or default by Landlord in the performance of any of its obligations under this Lease, or (c) any act or neglect of Landlord, or any officer, agent, employee, contractor or servant of Landlord.

15. **QUIET ENJOYMENT.** Tenant shall have quiet enjoyment and possession of the Premises, provided Tenant is not in default of its obligations under this Lease (beyond any applicable notice and cure periods provided for herein). No action of Landlord working in other space in the Building, or in repairing or restoring the Premises in accordance with its obligations hereunder, shall be deemed a breach of this covenant.

16. SUBORDINATION AND ATTORNMENT; NON-DISTURBANCE; AND ESTOPPEL CERTIFICATE.

a. *Subordination and Attornment.* Tenant agrees to execute within ten (10) business days after request to do so from Landlord or its mortgagee (to include a grantee of a security deed) an agreement:

- i. Making this Lease superior or subordinate to the interests of the mortgagee;
- ii. Agreeing to attorn to the mortgagee;
- iii. Giving the mortgagee notice of, and a reasonable opportunity (which shall in no event be less than thirty (30) days after notice thereof is delivered to mortgagee) to cure any Landlord default and agreeing to accept such cure if effected by the mortgagee;
- iv. Permitting the mortgagee (or other purchaser at any foreclosure sale), and its successors and assigns, on acquiring Landlord's interest in the Premises and the Lease, to become substitute landlord hereunder, upon the written assumption of all obligations of Landlord under this Lease;
- v. Agreeing to attorn to any successor landlord; and
- vi. Containing such other agreements and covenants on Tenant's part as Landlord's mortgagee may reasonably request.

b. *Non-Disturbance.* Tenant's obligation to subordinate its interests or attorn to any mortgagee is conditioned upon the mortgagee's agreement not to disturb Tenant's possession and quiet enjoyment of the Premises under this Lease so long as Tenant is not in default under this Lease, beyond any applicable notice and cure period provided hereunder.

c. *Estoppel Certificates.* Tenant agrees to execute within ten (10) business days after request, and as often as reasonably requested (which shall not exceed two (2) times in any given twelve (12) month period), estoppel certificates confirming any factual matter requested by Landlord which is true and is within Tenant's actual knowledge regarding this Lease, and the Premises, including but not limited to: (i) the date of occupancy, (ii) Expiration Date, (iii) the amount of Rent due and date to which Rent is paid, (iii) whether Tenant has any defense or offsets to the enforcement of this Lease or the Rent payable, (iv) any default or breach by Landlord, and (v) whether this Lease, together with any modifications or amendments, is in full force and effect.

17. ASSIGNMENT – SUBLEASE.

a. *Landlord Consent.* Except as provided in subsection (b) below, Tenant may not assign or encumber this Lease or its interest in the Premises arising under this Lease and may not sublet all or any part of the Premises, without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. One consent shall not be the basis for any further consent. Landlord shall respond to Tenant within ten (10) business days of any such request.

b. *Permitted Assignments/Subleases.* Notwithstanding the foregoing, Tenant may assign this Lease or sublease part or all of the Premises without Landlord's consent to: (i) any corporation, limited liability company, or partnership that controls, is controlled by, or is under common control with, Tenant; or (ii) any corporation or limited liability company resulting from the merger or consolidation with Tenant or to any entity that acquires all of Tenant's assets as a going concern of the business that is being conducted on the Premises; provided, however, the assignor remains liable under the Lease and the assignee or sublessee is a bona fide entity and assumes the

obligations of Tenant, is as creditworthy as the Tenant, and continues the same Permitted Use as provided under Article 4.

c. *Notice to Landlord.* Landlord must be given prior written notice of every assignment or subletting, and failure to do so shall be a default hereunder.

d. *Prohibited Assignments/Subleases.* In no event shall this Lease be assignable by operation of any law, and Tenant's rights hereunder may not become, and shall not be listed by Tenant as an asset under any bankruptcy, insolvency or reorganization proceedings. Acceptance of Rent by Landlord after any non-permitted assignment or sublease shall not constitute approval thereof by Landlord.

e. *Limitation on Rights of Assignee/Sublessee.* Any assignment for which Landlord's consent is required (specifically excluding those assignments pursuant to Section 17(b) of this Lease) shall not include the right to exercise any options to renew the Term, expand the Premises or similar options, unless specifically provided for in the consent.

f. *Tenant Not Released.* No assignment or sublease shall release Tenant of any of its obligations under this Lease.

g. *Landlord's Right to Collect Sublease Rents upon Tenant Default.* If the Premises (or any portion) is sublet and Tenant defaults under its obligations to Landlord (and such default continues beyond any applicable notice and cure period provided herein), then Landlord is authorized, at its option, to collect all sublease rents directly from the sublessee. Tenant hereby assigns the right to collect the sublease rents to Landlord in the event of Tenant default. The collection of sublease rents by Landlord shall not relieve Tenant of its obligations under this Lease, nor shall it create a contractual relationship between sublessee and Landlord or give sublessee any greater estate or right to the Premises than contained in its sublease.

h. *Excess Rents.* If Tenant assigns this Lease or subleases all or part of the Premises at a rental rate that exceeds the rentals paid to Landlord, then fifty percent (50%) of any such excess shall be paid over to Landlord by Tenant after deduction of Tenant's reasonable expenses incurred by Tenant for any marketing, legal and brokerage fees, vacancy period (not exceeding 6 months), Base Rent and Additional Rent paid to Landlord during the time between the date which the contemplated sublease or assignment space is listed as available and the time the sublease or assignment commences, changes, alterations and improvements to the Premises in connection with obtaining such assignment or sublease; provided, however, no excess rents shall be payable to Landlord if such assignment and/or sublease is a "permitted" assignment or sublease pursuant to Section 17(b) above.

i. *Landlord's Fees.* Tenant shall pay Landlord an administration fee of up to [REDACTED] per assignment or sublease transaction for which Landlord's consent is required.

18. DAMAGES TO PREMISES.

a. *Landlord's Restoration Obligations.* If the Building or Premises are damaged by fire or other casualty ("Casualty"), then, unless the Lease is terminated as provided in this Article 18, Landlord shall repair and restore the Premises to substantially the same condition of the Premises immediately prior to such Casualty, subject to the following terms and conditions:

- i. The casualty must be insured under Landlord's insurance policies, and Landlord's obligation is limited to the extent of the insurance proceeds received by Landlord.
- ii. Landlord's lender(s) must permit the insurance proceeds to be used for such repair and restoration.
- iii. Landlord shall have no obligation to repair and restore Tenant's trade fixtures, decorations, signs, contents, or any Non-Standard Improvements to the Premises.

b. *Tenant's Restoration Obligations.* Unless the Lease is terminated as provided in this Article 18, Tenant shall promptly repair, restore, or replace Tenant's Property; provided, Tenant's obligation as set forth herein is expressly limited to the extent insurance proceeds for such loss are actually received by Tenant. All repair, restoration or replacement of Tenant's Property shall be at least to the same condition as existed prior to the Casualty.

c. *Termination of Lease by Landlord.* Landlord shall have the option of terminating the Lease following the Casualty if: (i) the Premises is rendered wholly untenantable; (ii) the Premises is damaged in whole or in part as a result of a risk which is not covered by Landlord's insurance policies; (iii) Landlord's lender does not permit

a sufficient amount of the insurance proceeds to be used for restoration purposes; (iv) the Premises is damaged in whole or in part during the last two years of the Term; or (v) the Building containing the Premises is damaged (whether or not the Premises is damaged) to an extent of fifty percent (50%) or more of the fair market value thereof. If Landlord elects to terminate this Lease, then it shall give notice of the cancellation to Tenant within sixty (60) days after the date of the Casualty. Tenant shall vacate and surrender the Premises to Landlord within fifteen (15) days after receipt of the notice of termination.

d. *Termination of Lease by Tenant.* Tenant shall have the option of terminating the Lease if: (i) Landlord has failed to substantially restore the damaged Building or Premises within one hundred eighty (180) days of the Casualty ("Restoration Period"); (ii) the Restoration Period has not been delayed by Excused Delays; and (iii) Tenant gives Landlord notice of the termination within fifteen (15) days after the end of the Restoration Period (as extended by Excused Delays). If Landlord is delayed by *force majeure*, then Landlord must provide Tenant with notice of the delays within fifteen (15) days of the *force majeure* event stating the reason for the delays and a good faith estimate of the length of the delays. Upon termination by Tenant as provided for herein, Tenant's liability for Rent and Additional Rent shall immediately cease as of the effective date of such termination.

e. *Rent Abatement.* If Premises is rendered wholly untenantable by the Casualty, then the Rent payable by Tenant shall be fully abated. If the Premises is only partially damaged, then Tenant shall continue the operation of Tenant's business in any part not damaged to the extent reasonably practicable from the standpoint of prudent business management, and Rent and other charges shall be abated proportionately to the portion of the Premises rendered untenantable. The abatement shall be from the date of the Casualty until the Premises have been substantially repaired and restored, or until Tenant's business operations are restored in the entire Premises, whichever shall first occur. However, if the Casualty is caused by the negligence or other wrongful conduct of Tenant or of Tenant's subtenants, licensees, contractors, or invitees, or their respective agents or employees, there shall be no abatement of Rent. The abatement of the Rent set forth above, and the right to terminate the Lease set forth in Section 18d, are Tenant's exclusive remedies against Landlord in the event of a Casualty.

19. EMINENT DOMAIN.

a. *Effect on Lease.* If all of the Premises are taken under the power of eminent domain (or by conveyance in lieu thereof), then this Lease shall terminate as of the date possession is taken by the condemnor, and Rent shall be adjusted between Landlord and Tenant as of such date. If only a portion of the Premises is taken and Tenant determines in its reasonable discretion from the standpoint of prudent business management that it can continue use of the remainder, then this Lease will not terminate, but Rent shall abate in a just and proportionate amount to the loss of use occasioned by the taking.

b. *Right to Condemnation Award.* Landlord shall be entitled to receive and retain the entire condemnation award for the taking of the Building and Premises. Tenant shall have no right or claim against Landlord for any part of any award received by Landlord for the taking. Tenant, however, shall not be prevented from making a claim against the condemning party (but not against Landlord) for any moving expenses, loss of profits, or taking of Tenant's personal property (other than its leasehold estate) to which Tenant may be entitled; provided that any such award shall not reduce the amount of the award otherwise payable to Landlord for the taking of the Building and Premises.

20. ENVIRONMENTAL COMPLIANCE.

a. *Tenant's Responsibility.* Tenant shall not knowingly cause or permit the escape, disposal or release of any biologically active or other hazardous substances or materials on the Property. For the purposes of this Article 20, the term "Property" shall include the Premises, Building, all Common Areas, the real estate upon which the Building and Common Areas are located; all personal property (including that owned by Tenant); and the soil, ground water, and surface water of the real estate upon which the Building is located. Tenant shall not knowingly allow the storage or use of such substances or materials in any manner not sanctioned by law or in compliance with the highest standards prevailing in the industry for the storage and use of such substances or materials, nor knowingly allow to be brought onto the Property any such materials or substances except to use in the ordinary course of Tenant's business, and then only after notice is given to Landlord of the identity of such substances or materials. No such notice shall be required, however, for commercially reasonable amounts of ordinary office supplies and janitorial supplies.

b. *Liability of the Parties.* Landlord represents and warrants that, to Landlord's knowledge, there are no hazardous materials on the Property as of the Commencement Date in violation of any laws. Landlord shall

indemnify and hold Tenant harmless from any penalty, fine, claim, demand, liability, cost, or charge whatsoever which results from Landlord's violation of this representation and warranty, unless the hazardous materials are present on the Property due to the act or omission of Tenant or its agents, employees, officers, or contractors, in which event Tenant shall be obligated to indemnify Landlord as hereafter provided. Tenant shall hold Landlord free, harmless, and indemnified from any penalty, fine, claim, demand, liability, cost, or charge whatsoever which Landlord shall incur, or which Landlord would otherwise incur, by reason of Tenant's material failure to comply with this Article 20 including, but not limited to: (i) the cost of full remediation of any contamination to bring the Property into the same condition as on the Commencement Date and into material compliance with all Environmental Laws existing as of the Commencement Date; (ii) the reasonable cost of all appropriate tests and examinations of the Premises to confirm that the Premises and any other contaminated areas have been remediated and brought into material compliance with law; and (iii) the reasonable fees and expenses of Landlord's attorneys, engineers, and consultants incurred by Landlord in enforcing and confirming compliance with this Article 20. Notwithstanding the foregoing, Tenant's obligations under this Article 20 shall not apply to any condition or matter constituting a violation of any law that was not caused, in whole or in part, by Tenant or Tenant's agents, employees, officers, partners, contractors, servants or invitees which existed prior to the commencement of Tenant's use or occupancy of the Premises and to the extent the violation is caused by, or results from, the acts or omissions of Landlord its agents, employees, officers or contractors. The covenants contained in this Article 20 shall survive the expiration or termination of this Lease and shall continue for so long as either party and its successors and assigns may be subject to any expense, liability, charge, penalty, or obligation against which the other party has agreed to indemnify it under this Article 20.

c. *Inspections by Landlord.* Landlord and its engineers, technicians, and consultants (collectively the "Auditors"), from time to time as Landlord deems appropriate upon prior reasonable notice to Tenant, may conduct periodic tests and examinations ("Audits") of the Premises to confirm and monitor Tenant's compliance with this Article 20 (not to exceed two Audits per calendar year). Such Audits shall be conducted in such a manner as to minimize the interference with Tenant's Permitted Use; however, in all cases, the Audits shall be of such nature and scope as shall be reasonably required by then existing technology to confirm Tenant's compliance with this Article 20. Tenant shall fully cooperate with Landlord and its Auditors in the conduct of such Audits. The cost of such Audits shall be paid by Landlord unless an Audit shall disclose a material failure of Tenant to comply with this Article 20, in which case, the reasonable cost of such Audit shall be paid for by Tenant within 10 days after receipt of Landlord's written demand.

21. DEFAULT.

a. *Tenant's Default.* Tenant shall be in default under this Lease if Tenant:

i. Fails to pay any Base Rent, Additional Rent, or any other sum of money that Tenant is obligated to pay, as provided in this Lease, within five (5) days after the due date; provided, however, that with respect to the first two (2) times during any consecutive twelve (12) month period that Tenant fails to pay Rent when due (each a "Late Payment"), the Late Payment shall not be considered an event of default if, within five (5) business days after receipt of notice from Landlord, Tenant submits the entire Rent due, including any applicable late charge. If directed by Landlord, Tenant must pay the entire amount of the Late Payment with certified funds. Landlord shall forgive Tenant only two Late Payments per any consecutive twelve (12) month period, and any additional Late Payments during that period shall constitute an event of default;

ii. Breaches any other agreement, covenant or obligation in this Lease and such breach is not remedied within thirty (30) days after Landlord gives Tenant notice in accordance with Article 24 below specifying the breach, or if such breach cannot, with due diligence, be cured within thirty (30) days, if Tenant does not commence curing within thirty (30) days and with reasonable diligence completely cure the breach within a reasonable period of time after the notice;

iii. Files any petition or action for relief under any creditor's law (including bankruptcy, reorganization, or similar action), either in state or federal court, or has such a petition or action filed against it which is not stayed or vacated within sixty (60) days after filing; or

iv. Makes any transfer in fraud of creditors as defined in Section 548 of the United States Bankruptcy Code (11 U.S.C. 548, as amended or replaced), has a receiver appointed for its assets (and the appointment is not stayed or vacated within thirty (30) days), or makes an assignment for benefit of creditors.

b. *Landlord's Remedies.* In the event of a Tenant default, Landlord, at its option, may do one or more of the following:

i. Terminate this Lease and recover all actual and direct damages caused by Tenant's breach;

ii. Pursuant to summary process, repossess the Premises, with or without terminating the Lease, and relet the Premises at such amount as Landlord deems reasonable, with the proceeds from any such reletting applied towards the balance of which Tenant is obligated to Pay Landlord hereunder;

iii. Declare the entire remaining Base Rent and Additional Rent immediately due and payable, such amount to be discounted to its present value at a discount rate equal to the U.S. Treasury Bill or Note rate with the closest maturity to the remaining term of the Lease as selected by Landlord and less the reasonable fair market value of the Premises for the remainder of the term; provided, however, after receiving payment of the accelerated Rent from Tenant, Landlord shall be obligated to turn over to Tenant any proceeds actually received by Landlord for reletting the Premises during the remainder of the Term (less any Reletting Costs, as defined below), up to the amount of accelerated Rent received from Tenant pursuant to this provision.

iv. Bring action for recovery of all amounts due from Tenant; or

v. Pursue any other remedy available in law or equity.

c. *Landlord's Expenses.* If the Lease or Tenant's right of possession to the Premises is terminated due to Tenant's default, then all reasonable expenses of Landlord in repairing, restoring, or altering the Premises for reletting as general office space, together with leasing fees and all other expenses in seeking and obtaining a new Tenant (collectively "Reletting Costs"), shall be charged to and be a liability of Tenant.

d. *Remedies Cumulative.* All rights and remedies of Landlord are cumulative, and the exercise of any one shall not exclude Landlord at any other time from exercising a different or inconsistent remedy. No exercise by Landlord of any right or remedy granted herein shall constitute or effect a termination of this Lease unless Landlord shall so elect by notice delivered to Tenant. The failure of Landlord to exercise its rights in connection with this Lease or any breach or violation of any term, or any subsequent breach of the same or any other term, covenant or condition herein contained shall not be a waiver of such term, covenant or condition or any subsequent breach of the same or any other covenant or condition herein contained.

e. *No Accord and Satisfaction.* No acceptance by Landlord of a lesser sum than the Rent, Additional Rent and other sums then due shall be deemed to be other than on account of the earliest installment of such payments due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed as accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy provided in this Lease.

f. *No Reinstatement.* No payment of money by Tenant to Landlord after the expiration or termination of this Lease shall reinstate or extend the Term, or make ineffective any notice of termination given to Tenant prior to the payment of such money. After the service of notice or the commencement of a suit, or after final judgment granting Landlord possession of the Premises, Landlord may receive and collect any sums due under this Lease, and the payment thereof shall not make ineffective any notice or in any manner affect any pending suit or any judgment previously obtained.

g. *Landlord's Default.* Landlord shall be in default under this Lease if Landlord breaches any agreement, covenant or obligation in this Lease and does not remedy the breach within fifteen (15) days after Tenant gives Landlord written notice in accordance with Article 24 below specifying the breach, or if the breach cannot, with due diligence, be cured within fifteen (15) days, Landlord does not commence curing within fifteen (15) days and with reasonable diligence completely cure the breach within a reasonable period of time after the notice. In the event Landlord fails to cure or commence to cure its breach within the time periods set forth herein, after an additional five (5) business day notice to Landlord, Tenant shall have the right to cure such default by Landlord and Landlord shall reimburse Tenant the reasonable costs thereof within twenty (20) days of Tenant's demand therefore, and, Landlord failing to reimburse Tenant, Tenant may sue Landlord for such monetary damages. Additionally, Tenant shall be entitled to pursue any and all remedies available to it at law or in equity; provided, however, that except as expressly provided elsewhere in this Lease, Tenant shall have no right to withhold, set off or abate Rent. All rights and remedies of Tenant are cumulative, and the exercise of any one shall not be an election excluding Tenant at any other time from exercise of a different or inconsistent remedy. The failure of Tenant to exercise its rights in connection with this Lease or any breach or violation of any term, or any subsequent

breach of the same or any other term, covenant or condition herein contained shall not be a waiver of such term, covenant or condition or any subsequent breach of the same or any other covenant or condition herein contained.

22. MULTIPLE DEFAULTS.

a. *Loss of Option Rights.* Tenant acknowledges that any rights or options of first refusal, or to extend the Term, to expand the size of the Premises, to purchase the Premises or the Building, or other similar rights or options which have been granted to Tenant under this Lease are conditioned upon the prompt and diligent performance of the terms of this Lease by Tenant. Accordingly, should Tenant default under this Lease on two or more occasions during any twelve (12) month period, in addition to all other remedies available to Landlord, all such rights and options shall, upon written notice to Tenant of such election by Landlord, expire and be of no further force and effect.

b. *Increased Security Deposit.* Intentionally Omitted

23. BANKRUPTCY.

a. *Trustee's Rights.* Landlord and Tenant understand that, notwithstanding contrary terms in this Lease, a trustee or debtor in possession under the United States Bankruptcy Code, as amended, (the "Code") may have certain rights to assume or assign this Lease. This Lease shall not be construed to give the trustee or debtor in possession any rights greater than the minimum rights granted under the Code.

b. *Adequate Assurance.* Landlord and Tenant acknowledge that, pursuant to the Code, Landlord is entitled to adequate assurances of future performance of the provisions of this Lease. The parties agree that the term "adequate assurance" shall include at least the following:

i. In order to assure Landlord that any proposed assignee will have the resources with which to pay all Rent payable pursuant to the provisions of this Lease, any proposed assignee must have, as demonstrated to Landlord's satisfaction, a net worth (as defined in accordance with generally accepted accounting principles consistently applied) of not less than the net worth of Tenant on the Effective Date. It is understood and agreed that the financial condition and resources of Tenant were a material inducement to Landlord in entering into this Lease.

ii. Any proposed assignee must have been engaged in the conduct of business for the two (2) years prior to any such proposed assignment, which business does not violate the Use provisions under Article 4 above, and such proposed assignee shall continue to engage in the Permitted Use under Article 4. It is understood that Landlord's asset will be substantially impaired if the trustee in bankruptcy or any assignee of this Lease makes any use of the Premises other than the Permitted Use.

c. *Assumption of Lease Obligations.* Any proposed assignee of this Lease must assume and agree to be bound by the provisions of this Lease.

24. NOTICES.

a. *Addresses.* All notices, demands and requests by Landlord or Tenant shall be sent to the Notice Addresses set forth in Section 11, or to such other address as a party may specify by duly given notice. The parties shall notify the other of any change in address, which notification must be at least 15 days in advance of it being effective; provided, however, the Tenant may not change its address to which notices shall thereafter be sent to eliminate the Premises as an acceptable address where notices to such party may be delivered.

b. *Form; Delivery; Receipt.* **ALL NOTICES, DEMANDS AND REQUESTS WHICH MAY BE GIVEN OR WHICH ARE REQUIRED TO BE GIVEN BY EITHER PARTY TO THE OTHER MUST BE IN WRITING UNLESS OTHERWISE SPECIFIED.** Notices, demands or requests shall be deemed to have been properly given for all purposes only if (i) delivered against a written receipt of delivery, (ii) mailed by express, registered or certified mail of the United States Postal Service, return receipt requested, postage prepaid, or (iii) delivered to a nationally recognized overnight courier service for next business day delivery to the receiving party's address as set forth above. Each such notice, demand or request shall be deemed to have been received upon the earlier of the actual receipt or refusal by the addressee or three business days after deposit thereof at any main or branch United States post office if sent in accordance with subsection (ii) above, and the next business day after deposit thereof with the courier if sent pursuant to subsection (iii) above. Notices may be given on behalf of any party by such party's legal counsel.

25. **HOLDING OVER.** If Tenant holds over after the Expiration Date or other termination of this Lease, such holding over shall not be a renewal of this Lease but shall create a tenancy-at-sufferance. Tenant shall continue to be bound by all of the terms and conditions of this Lease, except that during such tenancy-at-sufferance, Tenant shall pay to Landlord (i) Base Rent at the rate equal to one hundred twenty-five percent (125%) of that provided for as of the expiration or termination date for the first ninety (90) days of following the Expiration Date, and one hundred and fifty percent (150%) for any period thereafter, and (ii) any and all forms of Additional Rent payable under this Lease. The increased Rent during such holding over is intended to compensate Landlord partially for losses, damages and expenses, including frustrating and delaying Landlord's ability to secure a replacement tenant.

26. **INTENTIONALLY OMITTED**

27. **BROKER'S COMMISSIONS.** Each party represents and warrants to the other that it has not dealt with any real estate broker, finder or other person with respect to this Lease in any manner, except the Broker identified in Section 1m, and Landlord shall pay the fees of such Broker pursuant to Landlord's separate agreement with the Broker. Each party shall indemnify and hold the other party harmless from any and all damages resulting from claims that may be asserted against the other party by any other broker, finder or other person (including, without limitation, any substitute or replacement broker claiming to have been engaged by indemnifying party in the future), claiming to have dealt with the indemnifying party in connection with this Lease or any amendment or extension hereto, or which may result in Tenant leasing other or enlarged space from Landlord. The provisions of this paragraph shall survive the termination of this Lease.

28. **ANTI-TERRORISM LAWS.** During the term, neither Tenant nor to Tenant's actual knowledge, its respective constituents or affiliates shall knowingly (i) be an "enemy" or an "ally of the enemy" within the meaning of Section 2 of the Trading with the Enemy Act of the United States of America (50 U.S.C. App. §§ 1 et seq.), as amended, (ii) violate the Trading with the Enemy Act, as amended, (iii) violate any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto or (iv) violate the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act"). Tenant shall, promptly following a request from Landlord, provide all documentation and other information that the Lender requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

29. **GENERAL PROVISIONS/DEFINITIONS.**

a. *No Agency.* Tenant is not and shall never represent itself to be an agent of Landlord, and Tenant acknowledges that Landlord's title to the Building is paramount, and that Tenant can do nothing to affect or impair Landlord's title.

b. *Force Majeure.* The term "force majeure" means: fire, flood, extreme weather, labor disputes, strike, lock-out, riot, government interference (including regulation, appropriation or rationing), unusual delay in governmental permitting, unusual delay in deliveries or unavailability of materials, unavoidable casualties, Act of God, or other causes beyond the party's reasonable control.

c. *Building Standard Improvements.* The term "Building Standard Improvements" shall mean the standards for normal construction of general office space within the Building as specified by Landlord, including design and construction standards, electrical load factors, materials, fixtures and finishes which, as of the Possession Date, are detailed on Schedule A to Lease Addendum Number One.

d. *Limitation on Damages.* Notwithstanding any other provisions in this Lease, neither Landlord nor Tenant shall be liable to the other for any special, consequential, incidental or punitive damages.

e. *Satisfaction of Judgments Against Landlord.* If Landlord, or its employees, officers, directors, stockholders or partners are ordered to pay Tenant a money judgment because of Landlord's default under this Lease, said money judgment may only be enforced against and satisfied out of: (i) Landlord's interest in the Building in which the Premises are located including the rental income and proceeds from sale; and (ii) any insurance or condemnation proceeds received because of damage or condemnation to, or of, said Building that are available for use by Landlord. No other assets of Landlord or said other parties exculpated by the preceding sentence shall be liable for, or subject to, any such money judgment.

f. *Interest.* Should Tenant fail to pay any amount due to Landlord within 30 days of the date such amount is due (whether Base Rent, Additional Rent, or any other payment obligation), then the amount due shall thereafter accrue interest at the rate of eight percent (8.0per annum, compounded monthly, or the highest permissible rate under applicable usury law, whichever is less, until the amount is paid in full.

g. *Legal Costs.* Should either party prevail in any legal proceedings against the other for breach of any provision in this Lease, then the other party shall be liable for the costs and expenses of the prevailing party, including its reasonable attorneys' fees (at all tribunal levels).

h. *Sale of Premises or Building.* Landlord may sell the Premises or the Building without affecting the obligations of Tenant hereunder. Upon the sale of the Premises or the Building, Landlord shall be relieved of all responsibility for the Premises and shall be released from any liability thereafter accruing under this Lease, provided that Landlord's successor in interest has assumed in writing all duties and obligations of Landlord under this Lease.

i. *Time of the Essence.* Time is of the essence in the performance of all obligations under the terms of this Lease.

j. *Transfer of Prepaid Rent.* If any prepaid Rent has been paid by Tenant, Landlord may transfer such prepaid Rent to Landlord's successor and upon such transfer, Landlord shall be released from any liability for return of the prepaid Rent, provided such successor confirms receipt of such prepaid Rent in writing, and assumes all duties and obligations of Landlord hereunder.

k. *Tender of Premises.* The delivery of a key or other such tender of possession of the Premises to Landlord or to an employee of Landlord shall not operate as a termination of this Lease or a surrender of the Premises unless requested in writing by Landlord.

l. *Tenant's Financial Statements.* Upon request of Landlord, Tenant agrees to furnish to Landlord copies of Tenant's most recent annual, quarterly and monthly financial statements, audited if available. The financial statements shall be prepared in accordance with generally accepted accounting principles, consistently applied. The financial statements shall include a balance sheet and a statement of profit and loss, and the annual financial statement shall also include a statement of changes in financial position and appropriate explanatory notes. Landlord may deliver the financial statements to any prospective or existing mortgagee or purchaser of the Building.

m. *Recordation.* This Lease may not be recorded without Landlord's prior written consent, but Tenant and Landlord agree, upon the request of the other party, to execute a memorandum hereof for recording purposes.

n. *Partial Invalidity.* The invalidity of any portion of this Lease shall not invalidate the remaining portions of the Lease.

o. *Binding Effect.* This Lease shall be binding upon the respective parties hereto, and upon their heirs, executors, successors and assigns.

p. *Entire Agreement; Construction.* This Lease constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written relating to the subject matter hereof. The fact that one of the parties to this Lease may be deemed to have drafted or structured any provision of this Lease shall not be considered in construing or interpreting any particular provision of this Lease, either in favor of or against such party, and Landlord and Tenant hereby waive any applicable rules of construction or interpretation to the contrary.

q. *Good Standing.* If requested by Landlord, Tenant shall furnish appropriate legal documentation evidencing the valid existence in good standing of Tenant, and the authority of any person signing this Lease to act for the Tenant.

r. *Choice of Law.* This Lease shall be interpreted and enforced in accordance with the laws of the State in which the Premises are located.

s. *Effective Date.* This Lease shall become effective as a contract only upon the execution and delivery by both Landlord and Tenant. The date of execution shall be entered on the top of the first page of this Lease by Landlord, and shall be the date on which the last party signed the Lease, or as otherwise may be specifically

agreed by both parties. Such date, once inserted, shall be established as the final day of ratification by all parties to this Lease, and shall be the date for use throughout this Lease as the "Effective Date".

1. *Counterparts and Electronic Signatures.* This Lease may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Agreement, all of which shall constitute one agreement to be valid as of the Effective Date. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Lease and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

30. **SPECIAL CONDITIONS.** The following special conditions, if any, shall apply, and where in conflict with earlier provisions in this Lease shall control:

a. *Right of Refusal.* As of the Effective Date, Landlord grants Tenant an ongoing right of refusal (the "Right of Refusal") for vacant and available space on the 3rd, 5th, and 6th floors of the Building (all or any portion thereof, the "Refusal Space"), on the following basis:

i. Landlord shall notify Tenant in writing when Landlord receives an acceptable third-party offer to lease any Refusal Space ("Landlord's Offer Notice"). Landlord's Offer Notice shall include the material business terms upon which the third party is willing to lease the Refusal Space. Following receipt of Landlord's Offer Notice, Tenant shall have ten (10) business days within which to deliver to Landlord notice of Tenant's election to exercise its Right of Refusal as to the Refusal Space ("Tenant's Acceptance Notice"). In order to exercise its Right of Refusal, Tenant must lease all of the Refusal Space offered in Landlord's Offer Notice and not only a portion thereof. Additionally, except as hereinafter provided, if Landlord's Offer Notice states that the third party offer is for space that is greater than but includes a portion of the Refusal Space, then to exercise the Right of Refusal, Tenant must lease the entire space offered by Landlord and not just the applicable Refusal Space. Notwithstanding the foregoing, in the event Landlord's Offer Notice states that the third party offer is for space on the 3rd floor of the Building, Tenant shall have the option of leasing either the square footage indicated in the Landlord's Offer Notice or one-half of the rentable square footage on the 3rd floor with the location of such partial rentable square footage in a mutually agreeable location on the 3rd floor. If Tenant does not timely deliver Tenant's Acceptance Notice to Landlord, it will be conclusively presumed that Tenant has waived its Right of Refusal as to the Refusal Space specified in Landlord's Offer Notice, and Landlord shall be permitted to lease such space to the offeror substantially pursuant to the terms set forth in the Landlord's Offer Notice. If either (i) Landlord has not leased the Right to Lease Space to a third-party within six (6) months of Landlord's Offer Notice, or (ii) The Right to Lease Space becomes available again during the Term of the Lease (as extended), Tenant's Right to Lease shall be reinstated as provided herein.

ii. The Refusal Space will be offered to Tenant under the same business terms upon which the third party is willing to lease the Refusal Space. Otherwise, the terms and conditions of this Lease shall apply to Tenant's lease of the Refusal Space. After exercise of the Right of Refusal, the parties will execute an amendment to the Lease evidencing the addition of the Refusal Space. Unless expressly waived by Landlord, Tenant's Right of Refusal is conditioned on: (a) Tenant not being in default under the Lease at the time of exercise of the Right of Refusal or on the date that Tenant's occupancy of the Refusal Space is scheduled to commence (beyond any applicable notice and cure periods provided for herein); and (b) Tenant not having vacated more than twenty five percent (25%) of the Premises or assigned its interest in the Lease (except as related to any "permitted" assignments and/or subleases pursuant to Section 17b of the Lease) at the time it exercises the Right of Refusal or on the date that Tenant's occupancy of the Refusal Space is scheduled to commence. Tenant's rights pursuant to this paragraph are personal to Global Software, LLC, and, upon an assignment by Global Software, LLC (except pursuant to any "permitted" assignments and/or subleases pursuant to Section 17b of the Lease) of its rights and interests under the Lease, this Section shall be null and void.

iii. Tenant's Right of Refusal is subordinate to all pre-existing rights of extension, expansion, first offer or refusal or any other rights as to the Refusal Space in favor of other tenants in place as of the date of this Lease, which, as of the date hereof, include rights in favor of Itron, Inc. as to the 3rd floor of the Building. Further, Tenant's Right of Refusal shall also be subordinate to Landlord entering into a lease with Ogletree Deakins Nash Smoak & Stewart, PC ("Ogletree") for space located on the 5th and 6th floors of the Building

and any rights of extension, expansion, first offer or refusal granted to Ogletree in such lease related to space on the 5th and 6th floors of the Building. In the event Ogletree and the Landlord have not fully executed a Lease Agreement by April 30, 2019 Tenant's Right of First Refusal shall not be subordinate to Ogletree. Additionally, Tenant only has the Right of Refusal if the Refusal Space is vacant and available. Tenant does not have the Right of Refusal upon the renewal or extension of an existing lease, even if the Lease being extended or renewed does not contain an extension or renewal right. Tenant shall have and maintain the Right of Refusal upon the renewal or extension of this Lease.

31. LANDLORDS REPRESENTATIONS AND WARRANTIES. Landlord warrants that (i) it has full right and authority to lease the Premises upon the terms and conditions herein set forth; (ii) it has good and marketable title to the premises; (iii) the Premises is not subject to the lien of any deed of trust, mortgage or other similar encumbering instrument which is not subordinated to this Lease, unless Tenant has received a non-disturbance agreement from the holder of such lien; (iv) Landlord will put Tenant into complete and exclusive possession of the Premises free from all orders, restrictions, covenants, agreements, leases, easements, laws, codes, ordinances, regulations or decrees which would, in any way, prevent or inhibit the use of the Premises by Tenant as provided in Section 4 of this Lease, prevent or restrict the use of the access roads and passageways of the Premises by Tenant, its agents, employees or invitees; (v) the Premises will, at the time of delivery of possession by Landlord, be properly zoned for the operation of an office building in the Premises by Tenant; (vi) the Premises contains adequate parking facilities as required by applicable codes or ordinances for the Premises as constructed and operated in accordance with the provisions of this Lease; (vii) as of the date of this Lease, the Premises are in compliance with all applicable federal, state and local statutes, codes, ordinances and rules, including without limitation, those with respect to (1) hazardous substances and environmental regulations and (2) the Americans with Disabilities Act of 1990, as amended; (viii) the Premises, including all utilities and equipment necessary for operation of the Premises, has been constructed in a workmanlike manner and is in good condition as of the Possession Date. This Section shall be in addition to any other warranties, express or implied, by Landlord or by third parties with respect to the premises or which otherwise may be created by law.

32. ADDENDA AND EXHIBITS. If any addenda and/or exhibits are noted below, such addenda and exhibits are incorporated herein and made a part of this Lease.

- a. Lease Addendum Number One – "Work Letter"
- b. Lease Addendum Number Two – "Additional Rent – Operating Expenses and Taxes"
- c. Lease Addendum Number Three – "Option to Extend Lease Term"
- d. Exhibit A – Premises
- e. Exhibit B – Rules and Regulations
- f. Exhibit C – Commencement Agreement
- g. Exhibit D – Acceptance of Premises

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY
SIGNATURE BLOCKS ON NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Effective Date:

TENANT:
GLOBAL SOFTWARE, LLC,
a Delaware limited liability company d/b/a insightsoftware

By: [Redacted]

Name: [Redacted]

Title: CHIEF EXECUTIVE OFFICER, insightsoftware

Date: NOVEMBER 21, 2018

STATE OF NC
COUNTY OF Wake

I, the undersigned Notary Public, certify that the following person personally appeared before me this day and acknowledged that he voluntarily signed the foregoing instrument document for the purpose stated therein and in the capacity indicated: as its (state title): CEO

Date: 11-21-2018

[Redacted] Notary Public
My Commission Expires: April 30, 2019

LANDLORD:
HIGHWOODS-DLF FORUM, LLC
a Delaware limited liability company
By: Highwoods Forum, LLC, its managing member
a Delaware limited liability company
By: Highwoods Realty Limited Partnership, its sole member
a North Carolina limited partnership
By: Highwoods Properties, Inc., its sole general partner
a Maryland corporation

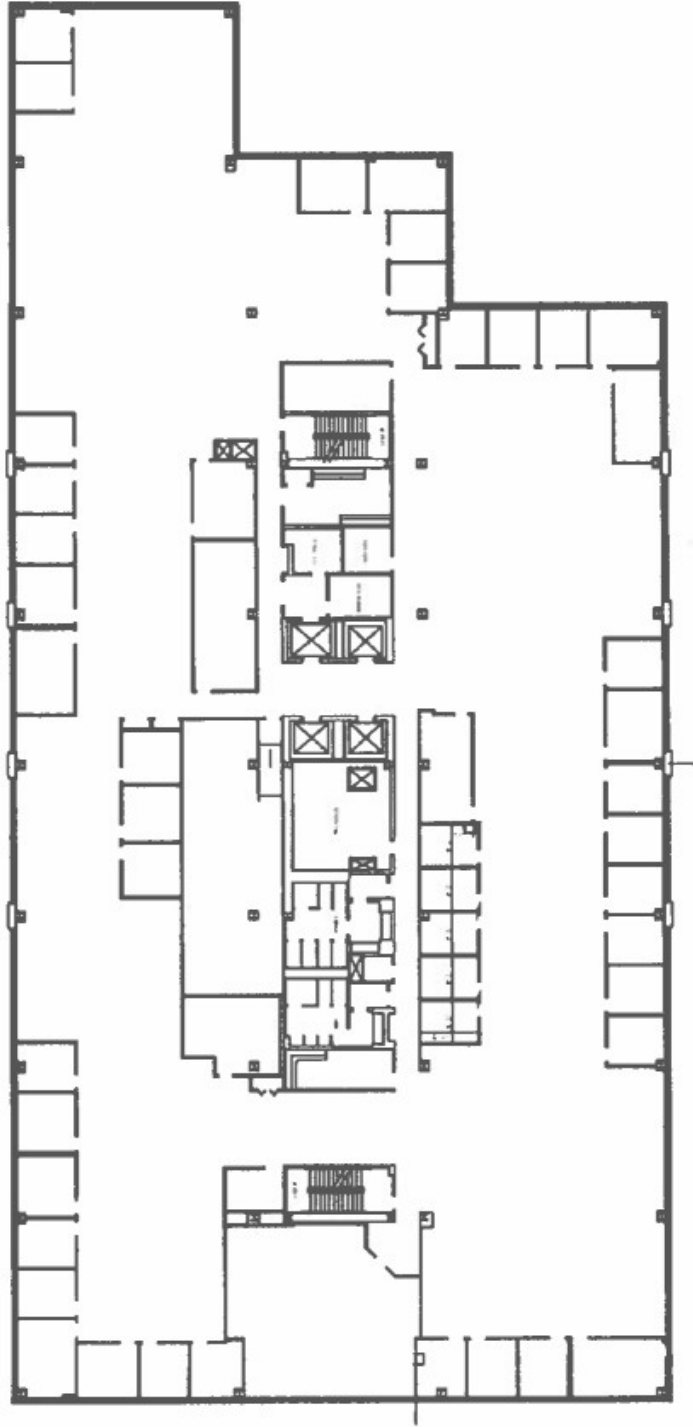
By: [Redacted]
[Redacted] Vice President and Division Manager



Forum 4
8529 Six Forks Road
Raleigh, NC 27615
(919) 872-4924

Fourth Floor
31,849 RSF

EXHIBIT A
PREMISES



Disclaimer: The above floor plans are not to scale.
The available space shown is believed to be correct but is subject to change



EXHIBIT B
RULES AND REGULATIONS

1. **Access to Building.** On Saturdays other than between 9:00 A.M. to 1:00 P.M., Sundays, legal holidays and weekdays between the hours of 6:00 P.M. and 8:00 A.M., access to the Building and/or to the halls, corridors, elevators or stairways in the Building may be restricted and access shall be gained by use of a key or electronic card to the outside doors of the Buildings. Landlord may from time to time establish security controls for the purpose of regulating access to the Building. Tenant shall be responsible for providing access to the Premises for its agents, employees, invitees and guests at times access is restricted, and shall comply with all such security regulations so established.

2. **Protecting Premises.** The last member of Tenant to leave the Premises shall close and securely lock all doors or other means of entry to the Premises and shut off all lights and equipment in the Premises.

3. **Building Directories.** The directories for the Building in the form selected by Landlord shall be used exclusively for the display of the name and location of tenants. Any additional names and/or name change requested by Tenant to be displayed in the directories must be approved by Landlord and, if approved, will be provided at the sole expense of Tenant.

4. **Large Articles.** Furniture, freight and other large or heavy articles may be brought into the Building only at times and in the manner designated by Landlord and always at Tenant's sole responsibility. All damage done to the Building, its furnishings, fixtures or equipment by moving or maintaining such furniture, freight or articles shall be repaired at Tenant's expense.

5. **Signs.** Tenant shall not paint, display, inscribe, maintain or affix any sign, placard, picture, advertisement, name, notice, lettering or direction on any part of the outside or inside of the Building, or on any part of the inside of the Premises which can be seen from the outside of the Premises, including windows and doors, without the written consent of Landlord, and then only such name or names or matter and in such color, size, style, character and material as shall be first approved by Landlord in writing. Landlord, without notice to Tenant, reserves the right to remove, at Tenant's expense, all matters other than that provided for above.

6. **Compliance with Laws.** Tenant shall comply with all applicable laws, ordinances, governmental orders or regulations and applicable orders or directions from any public office or body having jurisdiction, whether now existing or hereinafter enacted with respect to the Premises and the use or occupancy thereof. Tenant shall not make or permit any use of the Premises which directly or indirectly is forbidden by law, ordinance, governmental regulations or order or direction of applicable public authority, which may be dangerous to persons or property or which may constitute a nuisance to other tenants.

7. **Hazardous Materials.** Tenant shall not use or permit to be brought into the Premises or the Building any flammable oils or fluids, or any explosive or other articles deemed hazardous to persons or property, or do or permit to be done any act or thing which will invalidate, or which, if brought in, would be in conflict with any insurance policy covering the Building or its operation, or the Premises, or any part of either, and will not do or permit to be done anything in or upon the Premises, or bring or keep anything therein, which shall not comply with all rules, orders, regulations or requirements of any organization, bureau, department or body having jurisdiction with respect thereto (and Tenant shall at all times comply with all such rules, orders, regulations or requirements), or which shall increase the rate of insurance on the Building, its appurtenances, contents or operation.

8. **Defacing Premises and Overloading.** Tenant shall not place anything or allow anything to be placed in the Premises near the glass of any door, partition, wall or window that may be unsightly from outside the Premises. Tenant shall not place or permit to be placed any article of any kind on any window ledge or on the exterior walls; blinds, shades, awnings or other forms of inside or outside window ventilators or similar devices shall not be placed in or about the outside windows in the Premises except to the extent that the character, shape, color, material and make thereof is approved by Landlord. Tenant shall not install any floor coverings in the Premises or make, paint, cut or drill into, or in any way deface any part of the Building without in each instance obtaining the prior written consent of Landlord. Tenant shall not overload any floor or part thereof in the Premises, or any facility in the Building or any public corridors or elevators therein by bringing in or removing any large or heavy articles and Landlord may direct and control the location of safes, files, and all other heavy articles and, if considered necessary by Landlord may require Tenant at its expense to supply whatever supplementary supports necessary to properly distribute the weight.

9. **Obstruction of Public Areas.** Tenant shall not, whether temporarily, accidentally or otherwise, allow anything to remain in, place or store anything in, or obstruct in any way, any sidewalk, court, hall, passageway, entrance, or shipping area. Tenant shall lend its full cooperation to keep such areas free from all obstruction and in a clean and sightly condition, and move all supplies, furniture and equipment as soon as received directly to the Premises, and shall move all such items and waste (other than waste customarily removed by Building employees) that are at any time being taken from the Premises directly to the areas designated for disposal. All courts, passageways, entrances, exits, elevators, escalators, stairways, corridors, halls and roofs are not for the use of the general public and Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the judgment of Landlord, shall be prejudicial to the safety, character, reputation and interest of the Building and its tenants; provided, however, that nothing herein contained shall be construed to prevent such access to persons with whom Tenant deals within the normal course of Tenant's business so long as such persons are not engaged in illegal activities.

10. **Additional Locks.** Tenant shall not attach, or permit to be attached, additional locks or similar devices to any door or window, change existing locks or the mechanism thereof, or make or permit to be made any keys for any door other than those provided by Landlord. Upon termination of this Lease or of Tenant's possession, Tenant shall immediately surrender all keys to the Premises.

11. **Communications or Utility Connections.** If Tenant desires signal, alarm or other utility or similar service connections installed or changed, then Tenant shall not install or change the same without the approval of Landlord, and then only under direction of Landlord and at Tenant's expense. Tenant shall not install in the Premises any equipment which requires a greater than normal amount of electrical current for the permitted use without the advance written consent of Landlord. Tenant shall ascertain from Landlord the maximum amount of load or demand for or use of electrical current which can safely be permitted in the Premises, taking into account the capacity of the electric wiring in the Building and the Premises and the needs of other tenants in the Building, and Tenant shall not in any event connect a greater load than that which is safe.

12. **Office of the Building.** Service requirements of Tenant will be attended to only upon application at the office of Highwoods Properties, Inc. Employees of Landlord shall not perform, and Tenant shall not engage them to do any work outside of their duties unless specifically authorized by Landlord.

13. **Restrooms.** The restrooms, toilets, urinals, vanities and the other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant whom, or whose employees or invitees, shall have caused it.

14. **Intoxication.** Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated, or under the influence of liquor or drugs, or who in any way violates any of the Rules and Regulations of the Building.

15. **Nuisances and Certain Other Prohibited Uses.** Tenant shall not (a) install or operate any internal combustion engine, boiler, machinery, refrigerating, heating or air conditioning apparatus in or about the Premises; (b) engage in any mechanical business, or in any service in or about the Premises or Building, except those ordinarily embraced within the Permitted Use as specified in Section 3 of the Lease; (c) use the Premises for housing, lodging, or sleeping purposes; (d) prepare or warm food in the Premises or permit food to be brought into the Premises for consumption therein (heating coffee and individual lunches of employees excepted) except by express permission of Landlord; (e) place a musical or sound producing instrument or device inside or outside the Premises which may be heard outside the Premises; (f) use any power source for the operation of any equipment or device other than dry cell batteries or electricity; (g) operate any electrical device from which may emanate waves that could interfere with or impair radio or television broadcasting or reception from or in the Building or elsewhere; (h) bring or permit to be in the Building any bicycle, other vehicle, dog (except in the company of a blind person), other animal or bird; (i) make or permit any objectionable noise or odor to emanate from the Premises; (j) disturb, harass, solicit or canvass any occupant of the Building; (k) do anything in or about the Premises which could be a nuisance or tend to injure the reputation of the Building; (l) allow any firearms in the Building or the Premises except as approved by Landlord in writing.

16. **Solicitation.** Tenant shall not canvass other tenants in the Building to solicit business or contributions and shall not exhibit, sell or offer to sell, use, rent or exchange any products or services in or from the Premises unless ordinarily embraced within the Tenant's Permitted Use as specified in Section 3 of the Lease.

17. **Energy Conservation.** Tenant shall not waste electricity, water, heat or air conditioning and agrees to

cooperate fully with Landlord to insure the most effective operation of the Building's heating and air conditioning, and shall not allow the adjustment (except by Landlord's authorized Building personnel) of any controls.

18. **Building Security.** At all times other than normal business hours the exterior Building doors and suite entry door(s) must be kept locked to assist in security. Problems in Building and suite security should be directed to Landlord.

19. **Parking.** Parking is in designated parking areas only. There shall be no vehicles in "no parking" zones or at curbs. Handicapped spaces are for handicapped persons only and the Police Department will ticket unauthorized (unidentified) cars in handicapped spaces. Landlord reserves the right to remove vehicles that do not comply with the Lease or these Rules and Regulations and Tenant shall indemnify and hold harmless Landlord from its reasonable exercise of these rights with respect to the vehicles of Tenant and its employees, agents and invitees.

20. **Janitorial Service.** The janitorial staff will remove all trash from trashcans. Any container or boxes left in hallways or apparently discarded unless clearly and conspicuously labeled DO NOT REMOVE may be removed without liability to Landlord. Any large volume of trash resulting from delivery of furniture, equipment, etc., should be removed by the delivery company, Tenant, or Landlord at Tenant's expense. Janitorial service will be provided after hours five (5) days a week. All requests for trash removal other than normal janitorial services should be directed to Landlord.

21. **Construction.** Tenant shall make no structural or interior alterations of the Premises. All structural and nonstructural alterations and modifications to the Premises shall be coordinated through Landlord as outlined in the Lease. Completed construction drawings of the requested changes are to be submitted to Landlord or its designated agent for pricing and construction supervision.

22. **Plumbing Connections.** If Tenant desires to install any single piece of equipment or appliance in the Premises which requires a connection of any kind to the Building's plumbing system, then Tenant shall not connect the same without obtaining the prior written approval of Landlord, and then only under direction of Landlord and at Tenant's expense. Furthermore, any such connection to the Building plumbing system made by Tenant within the Premises shall only be done by utilizing fittings, valves, and/or connectors made out of copper tubing with brass fittings or braided steel tubing with metal fittings. No connection may be made by using plastic material. Any work associated with making any such connection must be performed by a licensed plumber. In addition, if the plumbing connection contains a water filter installation, then tenant must inspect and replace the filter per manufacturer's recommendation, or annually, at a minimum.

23. **Water Heaters.** Tenant, at Tenant's expense, shall institute an appropriate water heater installation and maintenance plan for any and all water heaters serving the Premises. The Tenant's water heater installation and maintenance plan shall include the following:

a. Tenant shall not install any water heaters in the Building without first obtaining Landlord's prior written consent.

b. Tenant shall, at Tenant's expense, cause any water heater serving the Premises to be installed in accordance with all applicable laws, including, but not limited to, applicable building code. All such installation shall be permitted by the local jurisdiction having authority when required.

c. Tenant shall, at Tenant's expense, ensure that all water heater installations have the necessary temperature and pressure relief valve connection, a drip-pan, and an appropriate drain line.

d. Tenant shall, at Tenant's expense, conduct periodic visual inspections of water heaters serving the Premises and any associated pressure tanks (twice annually, at a minimum) to check for any signs of leakage, corrosion, rust or line kinks.

e. Tenant shall, at Tenant's expense, replace/repair water heaters and/or pressure tanks serving the Premises that reveal signs of leakage, corrosion, rust, or line kinks.

f. Tenant shall not use any water heater serving the Premises that is more than ten (10) years old. Tenant shall, at Tenant's expense, replace each and every water heater and associated pressure tank serving the Premises once they reach ten (10) years of service.

LEASE AMENDMENT NUMBER ONE

This LEASE AMENDMENT NUMBER ONE (the "First Amendment") entered into this 29 day of June, 2019 (the "Effective Date"), by and between **HIGHWOODS-DLF FORUM, LLC**, a Delaware limited liability company (the "Landlord") and **GLOBAL SOFTWARE, LLC**, a Delaware limited liability company d/b/a insightssoftware (the "Tenant").

WITNESSETH:

WHEREAS, Tenant and Landlord are parties to that certain Office Lease dated November 26, 2018 (the "Lease"), for space designated as Suite 400, comprising approximately 31,845 rentable square feet (the "Existing Premises"), in the Forum IV Building (the "Building"), located at 8529 Six Forks Road, Raleigh, North Carolina; and

WHEREAS, the parties hereto desire to alter and modify said Lease in the manner hereinafter set forth,

NOW THEREFORE, in consideration of the mutual and reciprocal promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree to amend the Lease as follows:

1. *First Expansion Premises.* Effective on the earlier of (i) the date of substantial completion of the Tenant Improvements (as defined in Exhibit B) and Tenant's occupancy and commencement of general operations within the First Expansion Space (as hereinafter defined), or (ii) November 1, 2019 (the "First Expansion Commencement Date"), the Existing Premises shall be expanded by the addition of a portion of Suite 300 in the Building, comprising approximately 15,923 rentable square feet (the "First Expansion Space"), as shown on Exhibit A-1 attached hereto and incorporated herein by reference. Effective on the First Expansion Commencement Date: (a) all references in the Lease to the "Premises" shall be amended to include both the Existing Premises and the First Expansion Space, comprising a total of approximately 47,768 rentable square feet; and (b) Exhibit A-1 attached to this First Amendment shall be incorporated into Exhibit A to the Lease. Notwithstanding any provision herein to the contrary, upon the execution of this First Amendment by both parties, Landlord shall deliver possession of the First Expansion Space to Tenant in as-is condition except for (i) any unknown violations of applicable laws, codes or ordinances, (ii) repairs covered by warranty, (iii) hidden or latent defects that Tenant could not have reasonably discovered during its inspection of the Premises, and (iv) Landlord's ongoing repair and maintenance obligations set forth in the Lease, and Tenant may enter the First Expansion Space for the purpose of completing the Tenant Improvements (as defined in Exhibit B), installing fixtures and equipment, and other related purposes (the "Early Entry Period"). All terms and conditions of the Lease shall apply during the Early Entry Period, except that Tenant shall have no obligation to pay Rent with regard to the First Expansion Space until the First Expansion Commencement Date. Landlord and Tenant shall execute an agreement to confirm the actual First Expansion Commencement Date and, if the First Expansion Commencement Date is not November 1, 2019, to amend any provisions in this First Amendment affected by the date change.
2. *First Expansion Space Base Rent.* Effective on the First Expansion Commencement Date, Section 1f of the Lease, entitled "Base Rent", shall be amended to provide that cumulative

Base Rent for the First Expansion Space during the Term shall be \$3,260,204.20, to be payable in monthly installments in accordance with the following rent schedule (which shall be in addition to the rent schedule provided in the Lease and the rent schedule provided below for the Second Expansion Space):

		# of Mths	Annual Base Rent		Total Rent	
			Rate PSF	Base Rent		
11/1/2019	12/31/2019	2		\$	\$	* Phase I @ 1/2
1/1/2020	2/28/2020	2		\$	\$	
3/1/2020	6/30/2020	4		\$	\$	
7/1/2020	10/31/2020	4		\$	\$	
11/1/2020	1/31/2021	3		\$	\$	* 3 mths Free
2/1/2021	10/31/2021	9		\$	\$	
11/1/2021	1/31/2022	3		\$	\$	* 3 mths Free
2/1/2022	10/31/2022	9		\$	\$	
11/1/2022	1/31/2023	3		\$	\$	* 3 mths Free
2/1/2023	10/31/2023	9		\$	\$	
11/1/2023	1/31/2024	3		\$	\$	* 3 mths Free
2/1/2024	10/31/2024	9		\$	\$	
11/1/2024	1/31/2025	3		\$	\$	* 3 mths Free
2/1/2025	10/31/2025	9		\$	\$	
11/1/2025	1/31/2026	3		\$	\$	* 3 mths Free
2/1/2026	10/31/2026	9		\$	\$	
11/1/2026	11/30/2026	1		\$	\$	* \$3k Free
12/1/2026	10/31/2027	11		\$	\$	
		96		\$	\$	

The above rent schedule shall be adjusted in the event the First Expansion Commencement Date is not November 1, 2019. Further, Landlord and Tenant agree that, in the event of an extension of the Term as provided in Section 5 hereinbelow, Base Rent for the Existing Premises shall be paid for any extended portion of the Term in the same monthly amount due and payable as of the last month of the initial Term. The above rent schedule does not include operating expense pass through adjustments to be computed annually in accordance with Lease Addendum Number Two, as amended herein.

3. *Second Expansion Premises.* Effective on the first day of the fifth month after the First Expansion Commencement Date (the "Second Expansion Commencement Date"), anticipated to be March 1, 2020 based on a November 1, 2019 First Expansion Commencement Date, the Existing Premises and First Expansion Space shall be expanded by the addition of the remainder of Suite 300 in the Building, comprising approximately 15,922 rentable square feet (the "Second Expansion Space" and, collectively with the First Expansion Space, the "Expansion Space"), as shown on Exhibit A-2 attached hereto. Effective on the Second Expansion Commencement Date: (a) all references in the Lease to the "Premises" shall be amended to include the Existing Premises, the First Expansion Space and the Second Expansion Space, comprising a total of approximately 63,690 rentable square feet; and (b) Exhibit A-2 attached to this First Amendment and incorporated herein by reference shall be incorporated into Exhibit A to the Lease. Notwithstanding any provision herein to the contrary, upon the execution of this First Amendment by both parties, Landlord shall deliver possession

of the Second Expansion Space to Tenant in as-is condition except for (i) any unknown violations of applicable laws, codes or ordinances, (ii) repairs covered by warranty, (iii) hidden or latent defects that Tenant could not have reasonably discovered during its inspection of the Premises, and (iv) Landlord's ongoing repair and maintenance obligations set forth in the Lease, and Tenant may enter the Second Expansion Space for the purpose of completing the Tenant Improvements (as defined in Exhibit B), installing fixtures and equipment, and other related purposes (the "Early Entry Period"). All terms and conditions of the Lease shall apply during the Early Entry Period, except that Tenant shall have no obligation to pay Rent with regard to the Second Expansion Space until the Second Expansion Commencement Date. In no event shall Tenant conduct business in the Second Expansion Space until the Second Expansion Commencement Date.

4. **Second Expansion Space Base Rent.** Effective on the Second Expansion Commencement Date, Section 1f of the Lease, entitled "Base Rent", shall be amended to provide that cumulative Base Rent for the Second Expansion Space during the Term shall be \$3,067,940.68, to be payable in monthly installments in accordance with the following rent schedule (which shall be in addition to the rent schedule provided in the Lease and the rent schedule provided above for the First Expansion Space):

		Annual Base Rent		Base Rent	Total Rent	
	# of Mths	Rate PSF				
3/1/2020	6/30/2020	4		\$	\$	* Phase II @ 1/2
7/1/2020	10/31/2020	4		\$	\$	
11/1/2020	1/31/2021	3		\$	\$	* 3 mths Free
2/1/2021	10/31/2021	9		\$	\$	
11/1/2021	1/31/2022	3		\$	\$	* 3 mths Free
2/1/2022	10/31/2022	9		\$	\$	
11/1/2022	1/31/2023	3		\$	\$	* 3 mths Free
2/1/2023	10/31/2023	9		\$	\$	
11/1/2023	1/31/2024	3		\$	\$	* 3 mths Free
2/1/2024	10/31/2024	9		\$	\$	
11/1/2024	1/31/2025	3		\$	\$	* 3 mths Free
2/1/2025	10/31/2025	9		\$	\$	
11/1/2025	1/31/2026	3		\$	\$	* 3 mths Free
2/1/2026	10/31/2026	9		\$	\$	
11/1/2026	1/30/2026	1		\$	\$	* 3k Free
12/1/2026	10/31/2027	11		\$	\$	
		92		\$	\$	

The above rent schedule shall be adjusted in the event the Second Expansion Commencement Date is not March 1, 2020. Further, Landlord and Tenant agree that, in the event of an extension of the Term as provided in Section 5 hereinbelow, Base Rent for the Existing Premises shall be paid for any extended portion of the Term in the same monthly amount due and payable as of the last month of the initial Term. The above rent schedule does not include operating expense pass through adjustments to be computed annually in accordance with Lease Addendum Number Two, as amended herein.

5. *Term.* To the extent necessary, the Term, as provided in Section 1b of the Lease shall be extended to provide that the Expiration Date shall be the later of the Expiration Date provided in the Lease and the last day of the ninety-sixth (96th) month after the First Expansion Commencement Date.
6. *Tenant Improvements to Expansion Space.* Tenant shall complete the Tenant Improvements in accordance with the terms and conditions of Exhibit B, attached hereto and incorporated herein by reference..
7. *Additional Rent – Operating Expenses and Taxes.* Lease Addendum Number Two, entitled "Additional Rent – Operating Expenses and Taxes", shall be amended to provide that, as of the First Expansion Commencement Date, Tenant's Proportionate Share shall be 26.1876%, and, as of the Second Expansion Commencement Date, Tenant's Proportionate Share shall be 34.9164%, each determined by dividing the then rentable square footage of the Premises by the 182,407 rentable square feet of the Building. Notwithstanding the foregoing, the "Base Year for Operating Expenses" and the "Base Year for Taxes" as applicable to the Expansion Space shall mean the twelve-month period beginning on January 1, 2020 and ending on December 31, 2020 ("Expansion Base Year"). For the avoidance of doubt, during the Expansion Base Year, Tenant's Proportionate Share of Operating Expenses and Tenant's Proportionate Share of Taxes shall be payable only with respect to the Existing Premises for escalations over the "Base Year for Operating Expenses" and the "Base Year for Taxes" beginning January 1, 2019 and ending on December 31, 2019 (the "Existing Premises Base Year"), based on the allocation of Tenant's Proportionate Share applicable to the Existing Premises of 17.4582% as set forth in the original Lease. For the calendar year 2021, Tenant's Proportionate Share of Operating Expenses and Tenant's Proportionate Share of Taxes shall be payable for escalations (i) over the Existing Premises Base Year, with respect to the Existing Premises (based on the Tenant's Proportionate Share allocable to the Existing Premises of 17.4582%), and (ii) over the Expansion Base Year, with respect to the Expansion Space (based on Tenant's Proportionate Share allocable to the Expansion Space of 17.4582%). The Controllable Cost Cap, as set forth in Section 12 of Lease Addendum Number Two, entitled "Additional Rent – Operating Expenses and Taxes", shall be applicable to both the Tenant's Proportionate Share of Operating Expenses and Tenant's Proportionate Share of Taxes as applicable to year over year escalations for both the Existing Premises and Expansion Space, taking into account the staggered base years as set forth herein.
8. *Letter of Credit.* Tenant shall provide Landlord with an irrevocable standby letter of credit ("Letter of Credit") to secure Tenant's obligations under the Lease in the amount of [REDACTED]. The Letter of Credit shall be renewed each year during the Lease Term and shall extend until thirty (30) days after the Lease Term Expiration Date; provided, however, so long as Tenant has not been in default under the Lease beyond any applicable notice and cure period as of an applicable Reduction Date (as hereinafter defined), the Letter of Credit shall be reduced to [REDACTED] at the end of the third (3rd) Lease Year following the First Expansion Commencement Date, and to [REDACTED] at the end of the fifth (5th) Lease Year following the First Expansion Commencement Date (each such date of reduction, a "Reduction Date"). The Letter of Credit shall provide that the issuing Bank will renew the Letter of Credit unless the bank gives Landlord at least sixty (60) days prior written notice of its intent to not renew the Letter of Credit. In the event of such notice, Landlord shall be entitled to draw upon the Letter of Credit unless Tenant immediately substitutes another letter of credit, or other security reasonably satisfactory to Landlord, as provided below. The Letter of Credit shall be issued by a federally insured bank located in the state in which the Premises are located, or, if not, a nationally recognized banking institution of good standing,

in form and substance reasonably satisfactory to Landlord. The Letter of Credit shall be governed by the International Standby Practices set by the International Chamber of Commerce, and shall be transferable by Landlord (with multiple transfers permitted).

If, at any time, Tenant fails to perform any of its monetary obligations under this Lease, including its Rent or other payment obligations, and such failure continues beyond any applicable notice and cure period provided for under the Lease, then Landlord, at its option, may draw upon the Letter of Credit in an amount needed to cure Tenant's default or to pay for actual damages caused by Tenant's default. If the Lease has been terminated, then Landlord may draw upon the letter of credit to recover the damages incurred as a consequence of Tenant's breach. Landlord shall be entitled to draw upon the Letter of Credit upon Landlord's written statement to the issuer that Tenant is in default under the terms of the Lease. Landlord's exercise of its rights to draw under the Letter of Credit shall not limit Landlord's remedies for default under the terms of this Lease. If Landlord draws upon the Letter of Credit, in whole or in part, prior to the Expiration Date or any termination of this Lease, then Tenant shall restore immediately the Letter of Credit to the original amount (or the applicable reduced amount, if such draw takes place after either Reduction Date set forth above).

Provided there is no lapse of coverage, Tenant may substitute for the original Letter of Credit another Letter of Credit issued by a different federally insured bank located in the same state in which the Premises are located, or, if not, a nationally recognized banking institution of good standing, provided the substitute Letter of Credit otherwise meets the terms and conditions set forth herein. With the consent of Landlord, Tenant may substitute for the Letter of Credit cash or a cash equivalent reasonably satisfactory to Landlord.

9. *Guarantor.* In consideration of Landlord agreeing to the expansion of the Existing Premises as provided herein and the terms and conditions related thereto, GE Acquisitionco, Inc., a Delaware corporation hereby agrees to execute that certain Guaranty, attached hereto and incorporated herein as Exhibit C.
10. *Brokers' Commissions.* Tenant hereby represents and warrants to Landlord that Tenant has not dealt with any real estate broker, finder or other person with respect to this First Amendment and the expansion of the Premises other than Savills, Inc. ("Tenant's Broker"), whose address is 301 Fayetteville Street, Suite 1520, Raleigh, North Carolina 27601. Tenant shall indemnify, defend and hold harmless Landlord from and against any claims, damages, expenses and liabilities arising from Tenant's breach of this representation and warranty. Landlord shall pay Tenant's Broker a commission related to this First Amendment pursuant to a separate agreement.
11. *Parking.* As of the First Expansion Commencement Date, Tenant's parking allotment shall be increased at a ration of 4.2 parking spaces per 1,000 rentable square feet of the First Expansion Space, on an unreserved and nonexclusive basis. As of the Second Expansion Commencemnt Date, Tenant's parking allotment shall be further increased at a ratio of 4.2 parking spaces per 1,000 rentable square feet of the Second Expansion Space, on an unreserved and nonexclusive basis. For the avoidance of doubt, the Existing Premises parking allotment shall continue to be 6 parking spaces per 1,000 rentable square feet of the Existing Premises, on an unreserved and nonexclusive bases, as set forth in Section 1(k) of the Lease; provided, however, as of the First Expansion Commencement Date, Landlord will designate two (2) of the unreserved spaces from Tenant's parking allotment as reserved for Tenant's exclusive use in a location determined by Landlord.

12. *Signage.* As of the Effective Date, Section 10 of the Lease is hereby amended to provide that Tenant's monument identification signage shall be located on the top panel of the exterior monument sign located in front of the Building, with such signage to be installed at Landlord's sole cost and expense.
13. *Option to Extend.* As of the Effective Date, Tenant's Option to Extend contained in Lease Addendum Number Three – Option to Extend Lease Term, shall continue and be exercisable on the entirety of the Premises, to include the Existing Premises, and the Expansion Space.
14. *Miscellaneous.* The foregoing is intended to be an addition and a modification to the Lease. Unless otherwise defined herein, all capitalized terms used in this First Amendment shall have the same definitions ascribed in the Lease. Except as modified and amended by this First Amendment, the Lease shall remain in full force and effect. If anything contained in this First Amendment conflicts with any terms of the Lease, then the terms of this First Amendment shall govern and any conflicting terms in the Lease shall be deemed deleted in their entirety.
15. *Mutual Acknowledgment of Non-Existence of Claims and Waiver.* Landlord and Tenant acknowledge that as of the date of the Effective Date, there are no claims by either Landlord or Tenant against the other arising under the Lease. Landlord and Tenant release and discharge the other party, its successors and assigns, from any demands for injuries or damages of any kind or nature arising out of or related to the Lease or the Premises that occurred on or prior to the Effective Date.
16. *Nature of Amendments.* The amendments made to the Lease pursuant to this First Amendment shall constitute the only amendments to be effectuated and all other provisions of the Lease not affected hereby shall remain in place as originally constituted and shall be in full force and effect. To the extent that there is any conflict between the terms of this First Amendment and the Lease, the terms of this Amendment will govern.


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SIGNATURE BLOCKS ON NEXT PAGE]

IN WITNESS WHEREOF, Tenant and Landlord have caused this instrument to be executed as of the date first above written, by their respective officers or parties thereunto duly authorized.

Tenant:

GLOBAL SOFTWARE, LLC

a Delaware limited liability company d/b/a insightsoftware

By: 
Name: _____
Title: CEO
Date: June 28, 2019

Landlord:

HIGHWOODS-DLF FORUM, LLC

a Delaware limited liability company

By: Highwoods Forum, LLC, its managing member



a Delaware limited liability company

By: Highwoods Realty Limited Partnership, its sole member

a North Carolina limited partnership

By: Highwoods Properties, Inc., its sole general partner

a Maryland corporation

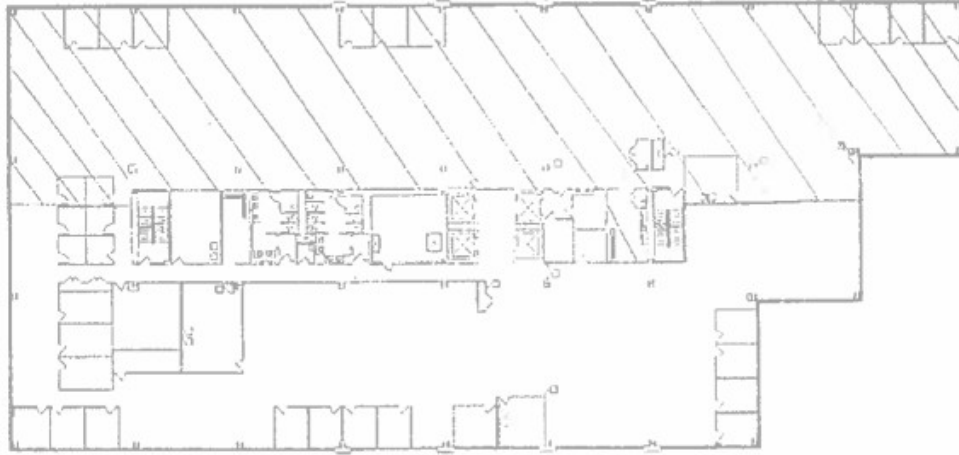
By: 
 Vice President and Division Manager

**EXHIBIT A-1
FIRST EXPANSION SPACE**

Forum 4
8529 Six Forks Road
Raleigh, NC 27615
(919) 872-9974

 - First Expansion Space

Third Floor



Disclaimer: The above floor plans are not to scale.
The architect, its staff and its consultants do not warrant the accuracy of the information contained herein.

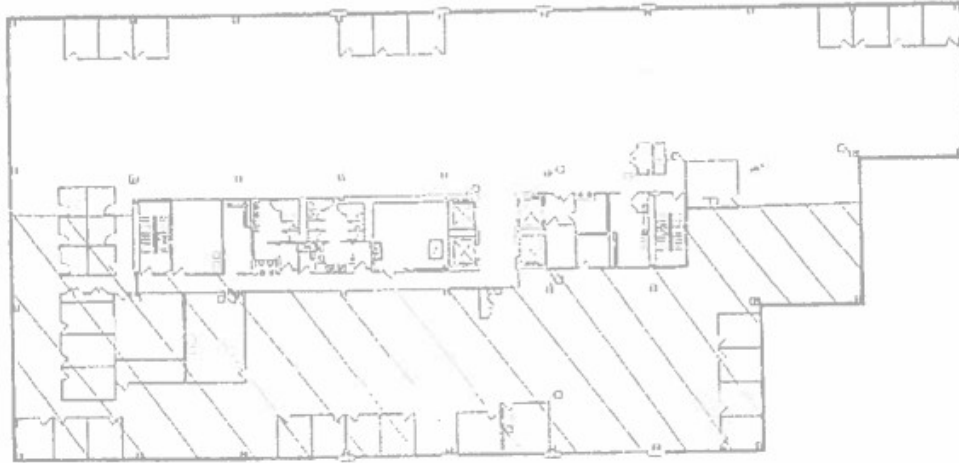
Highwoods®

EXHIBIT A-2
SECOND EXPANSION SPACE

Forum 4
8529 Six Forks Road
Raleigh, NC 27615
(919) 872-4024

 - Second Expansion Space

Third Floor



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This is a preliminary drawing. Subject to change without notice.

Highwoods

LEASE AMENDMENT NUMBER TWO

This LEASE AMENDMENT NUMBER TWO entered into this 6/18/2020 (the "Second Amendment"), by and between **HIGHWOODS-DLF FORUM, LLC**, a Delaware limited liability company ("Landlord"), and **GLOBAL SOFTWARE, LLC**, a Delaware limited liability company ("Tenant").

WITNESSETH:

WHEREAS, Tenant and Landlord are parties to that certain Office Lease dated November 26, 2018 (the "Original Lease"), as amended by that certain Lease Amendment Number One dated June 20, 2019 (the "First Amendment" and, collectively with the Original Lease, the "Lease"), for space designated as Suites 300 and 400, comprising approximately 63,690 rentable square feet, in the Forum IV Building, located at 8529 Six Forks Road, Raleigh, North Carolina; and

WHEREAS, the parties hereto desire to alter and modify said Lease in the manner hereinafter set forth.

NOW THEREFORE, in consideration of the mutual and reciprocal promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree to amend the Lease as follows:

1. *Rent Payment Deferral.* Provided Tenant pays all Rent Due for the Premises through April 30, 2020, Landlord hereby agrees to defer Tenant's payment of Base Rent and Additional Rent due under the Lease for the months of May and June 2020 in the aggregate amount of [REDACTED] (the "Deferred Rent"). The Deferred Rent will be due and payable by Tenant in equal monthly installments of [REDACTED] each during the period beginning on July 1, 2020 and continuing thereafter on the first day of each calendar month through and including February 1, 2021 with one final payment of [REDACTED] due on or before March 1, 2021 (the period commencing July 1, 2020 and ending March 1, 2021 hereinafter referred to as the "Deferred Payment Period"). Each monthly installment of the Deferred Rent will be due and payable in addition to and in the same manner as monthly Base Rent. Landlord will not assess any late payment fees against the Deferred Rent as long as Tenant timely pays each installment of the amortized Deferred Rent, provided that a payment will be considered "timely" if it is made by the fifth (5th) day of the month. Following the expiration of the Deferred Payment Period, Tenant will resume paying monthly Base Rent and Additional Rent in accordance with the terms of the Lease. The foregoing rent payment deferral is neither an abatement nor a waiver of Tenant's obligation to pay all rent and other charges accruing under the Lease, which remain in full force and effect. If Tenant fails to pay any installment of the amortized Deferred Rent and/or any other rent or other charges in a timely manner during the Deferred Payment Period, provided that a payment will be considered "timely" if it is made by the fifth (5th) day of the month, then, subject to any applicable notice and cure periods set forth in the Lease, the outstanding balance of the Deferred Rent immediately will become due and payable in full upon Landlord's written demand. The foregoing is in addition to the remedies available to Landlord under the Lease and otherwise at law or in equity.
2. *Letter of Credit.* Landlord and Tenant acknowledge and agree that the Letter of Credit required pursuant to Section 8 of the First Amendment shall remain in effect as provided in the Lease. Notwithstanding the foregoing, Landlord and Tenant hereby agree to make the following modifications to the Letter of Credit on or before June 30, 2020: (a) the Beneficiary name shall be corrected to be Highwoods-DLF Forum, LLC, a Delaware limited liability company; (b) the Tenant name shall be corrected to be Global Software, LLC d/b/a insightsoftware; (c) the draw request shall be revised to provide that the statement to be provided by the Beneficiary shall be: "We hereby demand USD _____ under


irrevocable standby letter of credit No. 104234-233016 dated July 23, 2019 issued by CIBC Bank USA, as Global Software, LLC, has default under the terms and conditions of that certain Lease Agreement between Highwoods-DLF Forum, LLC, as the Landlord, Global Software, LLC, as the Tenant, and GS Acquisitionco, Inc., as the Guarantor, for the property located at 8529 Six Forks Road, Raleigh, NC.”; and (d) revising any other provision of the Letter of Credit, and taking any further action reasonably required, in order to effectuate the foregoing changes. Tenant’s and Guarantor’s cooperation with effectuating the foregoing changes to the Letter of Credit shall be a condition of the deferral of Rent as provided in Section 1 of this Second Amendment.

3. *Guarantor Acknowledgement.* By its execution of this Second Amendment and subject to the terms set forth herein, the undersigned (“Guarantor”) hereby: (a) consents to and approves of the terms and conditions of this Second Amendment; (b) acknowledges and agrees that the Lease (as amended) continues to be guaranteed by Guarantor pursuant to the terms of that certain Guaranty dated June 26, 2019, executed by Guarantor; (c) ratifies and reaffirms all of the terms and provisions of the Lease (as amended) and Guarantor’s guaranty; and (d) agrees that this Second Amendment shall not in any manner impair, diminish, extinguish, release, reduce, terminate, limit, discharge or adversely affect the continuing liability of Guarantor.
4. *Miscellaneous.* The foregoing is intended to be an addition and a modification to the Lease. Unless otherwise defined herein, all capitalized terms used in this Second Amendment shall have the same definitions ascribed in the Lease. Except as modified and amended by this Second Amendment, the Lease shall remain in full force and effect. If anything contained in this Second Amendment conflicts with any terms of the Lease, then the terms of this Second Amendment shall govern and any conflicting terms in the Lease shall be deemed deleted in their entirety. This Second Amendment may be executed in any number of separate counterparts by the parties hereto, each of which, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument. Any signature page from any such counterpart may be attached to any other counterpart to complete a fully executed counterpart of this Second Amendment. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Second Amendment and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.
5. *Confidentiality.* Neither Tenant nor its officers, employees, agents or representatives shall disclose any information pertaining to this Second Amendment or the terms and conditions set forth herein to any third parties, including, without limitation, other tenants of Landlord. This confidentiality provision is a material part of this Second Amendment, and a breach by Tenant of the terms of this provision will be deemed to be a material breach of the Lease, entitling Landlord to seek all remedies available at law and in equity, including, without limitation, injunctive relief. The foregoing restriction shall not apply to any disclosure by Tenant required by applicable law or the order of any court having jurisdiction over Tenant; however, Tenant promptly will notify Landlord of the required disclosure, if permitted by applicable law, and will reasonably cooperate with any efforts by Landlord to secure a protective order in connection with the required disclosure.


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SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Tenant and Landlord have caused this instrument to be executed as of the date first above written, by their respective officers or parties thereunto duly authorized.

TENANT:
GLOBAL SOFTWARE, LLC,
a Delaware limited liability company


By: 
Name: _____
Title: CFO
Date: 6/18/2020

GUARANTOR:
GS ACQUISITIONCO, INC.
a Delaware corporation

By: 
Name: _____
Title: CFO
Date: 6/18/2020

LANDLORD:
HIGHWOODS-DLF FORUM, LLC,
a Delaware limited liability company

By: Highwoods Forum, LLC, its managing member
a Delaware limited liability company
By: Highwoods Realty Limited Partnership, its sole member
a North Carolina limited partnership
By: Highwoods Properties, Inc., its sole general partner
a Maryland corporation

DocuSigned by:
By: 
Name: _____
Title: Vice President
Date: 6/18/2020