

EDWARD D. JONES & CO., L.P.
d/b/a EDWARD JONES
TERM LEASE AGREEMENT

THIS AGREEMENT (herein referred to as the "Lease") made and entered into this the 10 day of January, 2020, by and between **O'MALLEY HOLDINGS, LLC**, having principal offices at 2001 Pelican Reach Place in Wilmington North Carolina 28405, hereinafter referred to as the Lessor,

and

EDWARD D. JONES & CO., L.P. d/b/a EDWARD JONES, having principal offices at 12555 Manchester Road, in St. Louis, Missouri 63131, hereinafter referred to as Lessee,

WITNESSETH, that said Lessor does by these presents lease and demise unto the said Lessee the following described property hereinafter known as:

"Premises": 1505 MEDICAL CENTER DR, WILMINGTON, NC 28401-7507 Square Feet: 1,518

With appurtenances for the term of Sixty-Three (61) months beginning the first day of January 2019, and ending the last day of March 2025, at the monthly schedule of:

| | |
|-------------------------|--|
| 02/01/2020 – 02/29/2020 | Zero and No/100 (\$0.00) |
| 03/01/2020 – 03/30/2021 | Two Thousand Four Hundred and Three and 50/100 Dollars (\$2,403.50) |
| 03/01/2021 – 03/30/2022 | Two Thousand Four Hundred Seventy-Five and 61/100 Dollars (\$2,475.61) |
| 03/01/2022 – 03/30/2023 | Two Thousand Five Hundred Forty-Nine and 87/100 Dollars (\$2,549.87) |
| 03/01/2023 – 03/30/2024 | Two Thousand Six Hundred Twenty-Six and 37/100 Dollars (\$2,626.37) |
| 03/01/2024 – 03/30/2025 | Two Thousand Seven Hundred Five and 16/100 Dollars (\$2,705.16) |

All rent from the period of February 1, 2020 to February 29, 2020 will be abated as a free rent period for Lessee.

Lessor agrees to accept payment of the Monthly Rent via electronic funds transfer (EFT). Upon execution of this Lease by both parties, enrollment details will be sent to Lessor. In order to implement payment via EFT, Lessor agrees to enroll in the EFT program within 30 days of execution of this Lease. If Lessee changes to another vendor for its electronic funds transfer processing, Lessor will upon Lessee's request, complete and return another EFT Form to Lessee within at least (30) calendar days before the next scheduled Monthly Rent payment. Lessor must notify Lessee in writing of any changes to its banking account to which the Monthly Rent payment is sent that would affect transmission of an electronic funds transfer at least (30) calendar days prior to the next scheduled Monthly Rent payment. Lessee shall not be deemed to be in breach of the Term Lease Agreement if payment to Lessor is late or never received by Lessor due to any of the following reasons: (i) Lessor fails to submit an EFT Form; (ii) Lessor fails to submit an EFT Form within the requisite time period set forth herein, or (iii) the EFT Form submitted by Lessor is incomplete and/or contains inaccurate information.

Should the rent commence on a day other than the first day of a calendar month, Lessee's rent for that fractional month shall be calculated on a per diem basis using a thirty-day month.

1. Form W-9

Under Section 6109 of the Internal Revenue Code, Lessor is required to provide Lessee with the correct Taxpayer Identification Number (TIN) in order for Lessee to file information returns to the IRS to report income paid to Lessor. Lessor shall complete all IRS required forms and return to Lessee as requested. Notwithstanding anything to the contrary herein, if Lessor fails to submit a properly completed Form W-9 as

requested by Lessee, Lessor agrees that Lessee has the right (but not the obligation), pursuant to Section 3406 of the Internal Revenue Code, to withhold and pay to the IRS a percentage of the total monthly rent payment.

In the event that Lessor shall have a change in its business or legal name, Lessor agrees to notify Lessee in writing, within 30 days of any such change, and submit a new Form W-9 reflecting such change(s).

2. Notice to Lessee

a) It is expressly understood between the parties hereto that Lessee's employees stationed at the Premises are not empowered to give instruction regarding the leasehold and furthermore that all notices to be served by the Lessor upon the Lessee shall be in writing addressed to:

Edward D. Jones (Headquarters)
12555 Manchester Road
St. Louis, MO 63131
Attention: Branch Leasing; BR# 38148

Notices to either party shall be considered served when deposited with the United States Postal Service via Certified Mail, return receipt requested, or other nationally recognized courier. The refusal of a party to accept a notice shall not affect the giving of notice.

Please refer to Exhibit C for additional contact information.

b) Only Principals or Authorized Officers/Agents of Lessee employed at its Headquarters are empowered to give any instruction or notice regarding the Lease and any notice or instruction issued by any other party is null and void.

c) Due to the nature of Lessee's business, any access to or entrance into the Premises by the Lessor or its employees, agents or contractors shall require 24 hours prior notice to Lessee, except in cases of an emergency.

3. Notice to Lessor

Notwithstanding anything contained to the contrary in the Lease, all notices, demands, requests or other writings that are required or permitted to be given, made or sent under this Lease or by law must be given by U.S. certified mail, return receipt requested, postage prepaid or via nationally recognized overnight carrier, addressed in the case of the Lessor as follows:

O'MALLEY HOLDINGS, LLC
2001 Pelican Reach Place,
Wilmington, NC 28405

4. Voice & Data Communications

Lessor shall grant Lessee access to any part of the Building, including common areas, hallways, and telephone/equipment rooms, needed to install phone line, cable, or fiber circuits for voice and data communication. Lessee requires either ADSL or cable communication lines to operate its business. In the event Lessee's telecommunications provider, as selected by Lessee, cannot furnish these lines, or the cost is unreasonable (in Lessee's reasonable opinion), then Lessee shall have the right to terminate (without penalty and without further obligation to pay rent per the Lease to the Lessor) by giving written notice to Lessor. This right to terminate shall expire on February 28, 2020.

5. Occupancy and Commencement of Term

In the event the Premises are ready for occupancy prior to February 1, 2019, ("Commencement Date") Lessor will allow Lessee to take early occupancy. All terms and conditions of this Lease shall be in effect during any

said early occupancy period. Base rent and other charges for any early occupancy period shall be waived. Additionally, if Lessee shall occupy the Premises prior to the Commencement Date of this Lease, with Lessor's consent, all other provisions of this Lease shall be in full force and effect as soon as Lessee occupies the Premises and the Lease expiration date shall not change.

If the Lessor shall be unable to give possession of the Premises on the Commencement Date for any reason except that caused solely by Lessee, then the rent shall not commence until possession of the Premises is given and all improvements to be made by Lessor are substantially complete, and reasonably acceptable to Lessee. Additionally in the event that the Premises are not made substantially complete and reasonably acceptable to Lessee within thirty (30) days after the Commencement Date, Lessee may, at its option, cancel this Lease, upon written notice to Lessor, without liability to Lessor and this lease shall be null and void. In the event Lessor is unable to give possession on the Commencement Date, and Lessee does not elect to cancel this Lease, the expiration date shall be extended from the actual date of occupancy in accordance with the total lease term specified in the Lease.

6. **Early Termination**

Notwithstanding anything to the contrary contained elsewhere in this Lease it is expressly understood and agreed between the parties hereto that Lessee is granted an option to cancel this Lease and any renewals or extensions thereof at any time after the 24th month of the initial Lease Term upon Thirty (30) days prior written notice to Lessor. Lessee shall pay to Lessor as liquidated damages, a sum equivalent to Four (4) months base rent plus any unamortized tenant improvements allowances and leasing commissions. Upon payment of aforesaid sum, Lessor shall hold harmless and relieve Lessee from any further liability or obligation under this Lease.

7. **Option to Renew**

Provided Lessee is not in default of the Lease, Lessor will grant Lessee an option to renew this Lease for One (1) additional period of Five (5) years with Two (2) months' notice.

Annual Rent for the Renewal Term shall be calculated by multiplying the previous year's rent by 103% for each year of the Renewal Term.

8. **Delivery Upon Termination**

Upon expiration of the Lease term, or any subsequent renewal term, or other sooner termination of this Lease, Lessee shall deliver to Lessor possession of the Premises, together with all improvements or additions in or to the Premises, in the same condition as received, ordinary wear and tear excepted.

Lessee shall not be required to remove any of said improvements or return the Premises to its original condition upon any termination of this Lease. All said improvements shall remain in place as the Property of the Lessor. Lessee shall remove its furniture, fixtures and equipment and make any repairs occasioned by said removal upon any termination of this Lease.

9. **Use**

Lessee shall use said Premises for general office space in connection with investment brokerage, insurance sales and related financial services and Lessee shall be the only business in the Building to engage in investment brokerage, insurance sales and related financial services.

Lessee, its employees, customers, invitees, contractors, and agents shall have access and the right to use the Common Areas, if any, including but not limited to: corridors, sidewalks, restrooms, parking lots, entryways, lobbies and elevators, subject to Lessor's reasonable written rules and regulations which shall not adversely affect Lessee's right to use the Premises.

10. Restricted Use

A. The Lessor shall not lease or sell any units within the Building, Shopping Center or Property to the following user(s):

- a) Adult video/Adult entertainment stores;
- b) Abortion offices/facilities;
- c) Alcohol/Drug rehabilitation offices/facilities;
- d) Off-track betting establishments;
- e) Offices or entities that sell, barter, trade, buy, or dispenses marijuana, for medical use or otherwise; or
- f) Probation/parole offices.

B. The Lessor shall not lease or sell the units within fifty (50) feet of Lessee's demising wall to the following users(s):

- a) Bars, taverns, billiard halls;
- b) Pawn shops;
- c) Dance studios or Karate studios;
- d) Beer or wine-making stores;
- e) Psychological counseling offices/facilities;
- f) Unemployment or Social Security offices;
- g) Liquor stores;
- h) Tattoo shops/body art/piercing tenants;
- i) Beauty/Hair Salons, Cosmetology Services, or Nail Salons;
- j) Gun and Weapon shops;
- k) Smoke/Tobacco or Vapor/E-Cigarette shops;
- l) Child Care/Children's gymnasium;
- m) Dry Cleaning Plant facility;
- n) Veterinarian/Dog Grooming/Animal Boarding;
- o) Gym/Workout facility;
- p) Same day cash/loan shops;
- q) Massage parlors (except for national chains such as Massage Envy and the like);
- r) Police substations;
- s) Military recruiting offices; or
- t) Any other non-professional use similar to those listed above.

C. Each party acknowledges that Lessee may suffer irreparable damage in the event of a breach or threatened breach of any paragraph of this Article. Accordingly, in such event, Lessee shall be entitled to seek preliminary and final injunctive relief, as well as any and all other applicable remedies at law or equity, including the recovery of damages for a breach of the paragraphs of this Article. Additionally, Lessee shall have the right, but not the obligation, to cancel/terminate the Lease, without further liability to Lessor, if Lessor breaches the paragraphs of this Article, and further Lessee shall be entitled to damages from Lessor, including but not limited to the cost of relocating, real estate commissions, tenant improvement reimbursement at the current Premises, tenant improvement at the new premises, loss of business, etc.

11. Utilities

Commencing on the Commencement Date, the following utility costs for the Premises shall be paid as follows: Lessee will fully pay separately-metered electric, gas, water, sewer, and trash removal directly to utility provider(s).

Lessor shall provide any necessary metering devices, any utility tap fees, and any impact fees. at Lessor's sole expense, without reimbursement from Lessee.

Lessee shall have the right to choose its phone/data service provider. Lessor shall be responsible for running phone lines from the building demark for its individual needs.

If permitted by law, Lessee, without Lessor's consent, shall have the right at any time and from time to time during the Lease Term, to contract for service from a different company or companies providing utility service (including but not limited to, electric, water, sewer, heat (natural gas; oil; steam or electric) and waste or trash removal, etc.) for said Premises.

12. Real Estate Taxes, Common Area Maintenance, and Insurance

Lessor shall provide, at its sole cost and expense, all reasonable Common Area Maintenance, property insurance and real estate taxes.

13. Hours of Operation

Lessee's standard hours of operation shall be 8:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Business Hours"), provided that, Lessee may operate evenings and weekends. Lessee and its employees shall have 24-hour access to the Premises and the Common Areas. Lessee and its employees may give its prospects, clients, agents and contractors temporary access to the Premises and the Common Areas. Lessee and its employees may conduct business on the premises during days and times outside of the Standard Business Hours. Lessee's employees are not required by this Lease to continuously occupy the Premises during Standard Business Hours due to the nature of Lessee's business operation. Lessee shall not be obligated to light the Premises or its signage beyond the Standard Business Hours. The Lessor is responsible to light and maintain the Common Areas, including the sidewalks and parking area, if applicable, at all times in a safe and secure manner.

14. Parking

Lessor will provide Lessee with Four (4) reserved parking spaces.

15. Signage

Lessee shall have the exclusive right to erect and maintain in, or about the exterior and interior of the Premises, at its own expense, all signs (electrical or otherwise) necessary or appropriate to the conduct of the business of Lessee. Lessor hereby approves of Lessee installing its standard signage as per proposal to be sent under separate cover. Upon full execution of this Lease, Lessee shall be allowed to install a temporary banner at Premises until such time that Lessee's permanent sign is installed. Lessee's signage shall conform to all applicable local, city and county requirements.

Notwithstanding anything contained to the contrary herein, Lessor shall, at its sole cost and expense, remove any and all existing previous Lessee signage. Lessor shall make any and all necessary repairs caused by said sign removal. This includes, but is not limited to any patch, repair, and paint to the Building, Fascia, or Multi-Tenant Signage. All sign removal and repair shall be completed prior to the Lease Commencement Date.

Any signs erected or placed in or on the Premises by Lessee may be removed by Lessee at any time during the term or on the expiration or sooner termination of this Lease. Any damage caused by the erection, maintenance or removal of any and all such signs shall be fully repaired at the expense of the Lessee.

Lessor shall also allow Lessee to place regulatory agency mandated signage (stickers) on or near the front entrance of the Premises. Further, if applicable, Lessor transfers to Lessee, Lessor's statutory authority as the owner of the Premises to post signage, (stickers) on or near the front entrance of the Premises prohibiting concealed firearms. At any time during the term of this Lease, or any extension hereof, Lessee reserves the right to change its name. In the event Lessee does change its name, Lessee may, at its expense, change its signage to reflect the new name.

Lessor shall not place a "For Rent", "For Lease" or similar signage on the Premises prior to fifteen (15) days before the expiration of this Lease.

16. **Zoning**

Prior to taking occupancy, Lessee shall confirm and comply with any and all governing entities, that the property is suitable for and zoned appropriately for the Intended Use of the Lessee.

17. **Peaceable and Private Enjoyment**

Lessor agrees to permit the Lessee to peaceably and quietly have and enjoy the use of the Premises and Common Areas for the purpose and for the term aforesaid. In addition, Lessor agrees to provide Lessee with access and ability to conduct business during normal business hours with the same peaceable and private enjoyment during any repairs, maintenance, and improvements.

18. **Estoppels: Subordination and Attornment**

Lessor agrees to use Lessee's standard Estoppel Certificate (attached hereto as Exhibit B).

This Lease shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation of security now or hereafter placed upon the Premises or Project and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Lessee's right to quiet possession of the Premises shall not be disturbed if Lessee is not in default beyond any applicable cure period and so long as Lessee shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. If any mortgagee, trustee or ground Lessor shall elect to have this Lease prior to the Lien of its mortgage, deed of trust or ground lease, and shall give written notice thereof to Lessee, this Lease shall be deemed prior to such mortgage, deed of trust or ground lease, whether this Lease is dated prior to or subsequent to the date of said mortgage, deed of trust or ground lease or the date of the recording thereof.

Lessee agrees to execute any reasonable documents, within ten (10) days of written receipt of said request, required to effectuate an attornment, a subordination, or to make this Lease prior to the lien of any mortgage, deed of trust or ground lease, as the case may be. In the event of any foreclosure, sale, or transfer in lieu of foreclosure, Lessee shall attorn to the purchaser, transferee or Lessor as the case may be, and recognize that party as Lessor under this Lease, provided such party acquires and accepts the Premises subject to this Lease.

19. **Lease Modification and Assignment**

This Lease may be modified only upon the written and signed Agreement of Lessor and Lessee. Lessee expressly covenants that it shall not assign or sublet the Premises, except to affiliates or parent companies, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed.

20. **Tenant Improvements**

Lessor hereby approves of Lessee making the modifications and additions to the Premises as per the attached Exhibit A. Lessor will furnish Lessee with heating, ventilating, and air conditioning equipment which will create a comfortable working environment for Lessee. Notwithstanding anything to the contrary, Lessor agrees to provide the following work to the Premises: Lessor shall deliver the Premises in "as-is" condition, with all systems in place and in good working order (electrical, mechanical, plumbing and fire suppression, if applicable), ceiling grid and tiles in place, demising walls to the roof deck, fire-rated if required and ready for paint, ADA restroom(s) sufficient for permit approval, and any storefront in place ready for Tenant's improvements.

21. Repair and Maintenance

a) Lessor shall be responsible, at its expense, for all repair, maintenance or replacement of the following Building, Common Area and Premise elements: roof, foundation, outside walls, sidewalks, parking lot, common corridors and restrooms, windows, drainage system, snow/ice removal, landscaping, pest including termite control.

b) Notwithstanding anything to the contrary herein, Lessee shall only be responsible, at its expense, for all repair and maintenance of the following: lighting, interior walls and construction, heating and air conditioning, plumbing, electrical wiring. Additionally, Lessor shall assign to Lessee or allow and participate with Lessee with regard to any warranty applicable to such items in the Building.

c) In the event Lessor should fail to address the repairs and maintenance issues as required, Lessee shall have the right to terminate this Lease upon thirty (30) days written notice with no further liability to Lessee.

d) Lessor warrants that all fixtures and equipment are in good working order at the commencement of this Lease and Lessor warrants that all fixtures and equipment shall be under warranty for one hundred eighty (180) days after commencement of this Lease. Additionally, Lessor shall assign to Lessee or allow and participate with Lessee regarding any warranty applicable to such fixtures or equipment in the building.

e) If Lessee shall be responsible for repair and maintenance or replacement of items or components as outlined in the above subsection b), the maximum Lessee shall pay for any repair or maintenance or replacement is Five Hundred and No/100 Dollars (\$500.00) per event. Any additional expense above the maximum paid by Lessee shall be the responsibility of the Lessor. Additionally, Lessor shall assign to Lessee or allow and participate with regard to any warranty applicable to such items in the Building.

22. Contractor Lien

In the event a lien is filed on the Premises by a contractor under the control of the Lessee, Lessee shall satisfy the lien.

23. Condemnation

In the event of the condemnation or purchase in lieu of all or any substantial part of the Premises by any public or private corporation with the power of condemnation, Lessee reserves the right to seek a separate award due to such condemnation. Additionally, Lessee shall have the right to cancel the Lease, with no further liability to Lessor if said condemnation affects Lessee in any manner.

24. Damage or Destruction to the Premises

In the event of damage or destruction to the Premises, the Lessor or the Lessee shall be allowed to cancel the Lease if the Lessor cannot restore the Premises within 60 days. If the Lessor can restore the Premises within said 60 days, the Lessor shall commence to do so diligently. Lessor shall notify Lessee in writing within 15 days of said damage or destruction of its ability to restore the Premises within 60 days or not. If restoration is not completely restored within 60 days, or cannot be restored within 60 days, Lessee shall have the immediate right to cancel the Lease effective from the date of occurrence of said damage or destruction, and Lessee shall have no further liability to Lessor. Rent payable hereunder for the period during which such damage, repairs or restoration continues shall be abated.

25. Compliance with Laws and Ordinances

Lessor shall be responsible for making the Premises, Building and its Common Areas comply with all laws, ordinances or regulations. Lessee shall be responsible for making the Premises comply with any laws, ordinances, or regulations when same becomes necessary due to Lessee's specific and unique use or operations.

26. Hazardous Materials

To the best of Lessor's knowledge, the Building, its Common Areas, and Premises contain no Hazardous Materials (as defined by the US Environmental Protection Agency), and/or harmful mold, and/or harmful contaminants, and is in compliance with all applicable local, state and federal material rules, regulations, laws and ordinances. In the event that Hazardous Materials, and/or harmful mold, and/or harmful contaminants are identified as present in the Premises, Building, its Common Areas, and/or Property during the term of this Lease, Lessor shall be responsible for the removal of said Hazardous Materials, and/or harmful mold, and/or harmful contaminants by a licensed professional. Lessor shall hold harmless and indemnify Lessee for any hazardous waste, mold, and/or contaminant costs, clean-up, fine, damage, or judgment caused by Lessor or its agents. Lessee shall be responsible for removal of any Hazardous Materials, and/or harmful mold, and/or harmful contaminants Lessee introduces into the Premises. Lessor shall be responsible for the removal of any Hazardous Materials, and/or harmful mold, and/or harmful contaminants introduced to the Building, its Common Areas, or Premises by third parties not controlled by Lessee. Additionally, Lessor shall continue to comply with all applicable local, state and federal material rules, regulations, laws, and ordinances.

27. Insurance

Lessee shall carry and maintain, during the entire term hereof, at Lessee's sole cost and expense, a broad form of comprehensive commercial general liability insurance with limits of not less than \$1,000,000.00 per occurrence, insuring against any and all liability of Lessee with respect to the demised Premises or arising out of the use or occupancy thereof. Lessee shall furnish Lessor, if requested, evidence that the insurance is in full force and effect from the Company issuing such insurance. Notwithstanding anything to the contrary herein, Lessee's maximum liability to Lessor shall not exceed the total amount of rent due for the entire Lease, except when insurance is available to cover a claim by Lessor.

Lessor shall insure the Building and its Common Areas under a fire and extended coverage policy with limits of not less than \$1,000,000.00 or to 100% of the replacement costs.

28. Indemnification

Lessee agrees to indemnify and hold harmless Lessor for any risk of loss, injury or damage of any kind or nature to the Property, Building, or its Common Areas, or persons at the Property, Building, its Common Areas, or Premises that results from the negligence of Lessee except when such injury or damage is a result of a malfunction of or damage to items to be maintained, repaired or provided by Lessor, or when such injury or damage is the result of Lessor's negligent act and/or willful misconduct.

Lessor agrees to indemnify and hold harmless Lessee for any risk of loss, injury or damage of any kind or nature to the Property, Building, or its Common Areas, or persons at the Property, Building, its Common Areas, or Premises that results from the negligence of Lessor except when such injury or damage is a result of a malfunction of or damage to items to be maintained, repaired, or provided by Lessee, or when such injury or damage is a result of Lessee's negligent act and/or willful misconduct.

29. Default

a) In the event of any non-monetary default by either party, the defaulting party shall cure or commence to cure and diligently conclude said cure, within thirty (30) days of non-defaulting party's written notice of said default. In the event that the default cannot reasonably be cured within said thirty (30) day timeframe, as long as the defaulting party has diligently commenced to cure said default within thirty (30) days from receipt of notice of default from the other party, then in such case, the defaulting party shall not be considered in default by reason of non-compliance of the thirty (30) day timeframe requirement.

b) In the event of a monetary default, Lessee shall cure said default within ten (10) days of receipt of written notice from Lessor.

30. Late Fees

Lessee will pay said rents in a manner and form herein before specified. Lessee shall pay to Lessor the sum of \$50.00 as late fees for any rental payment unpaid to Lessor by the tenth (10th) day of the month.

31. Holdover

Provided Lessee has not vacated the Premises, and provided Lessee has not exercised any option to renew, or has not entered into a new Lease regarding the Premises, then if Lessee holds over after the Lease term, this Lease shall revert to a month-to-month agreement upon expiration of the lease term and a ninety (90) day notice by either party shall be required to terminate this said month-to-month tenancy. All other terms and conditions of the original Lease would remain in effect during this month-to-month tenancy, except that the base rent, and additional rent, if any, shall be at 125% of the amount paid during the last month of the Lease term.

32. Lessor's Default

In the event Lessor breaks a clause in this Lease, omits to undertake what is stated it will undertake, or acts in a manner in which the Lease states it shall not act, Lessee has the right of setoff in a subsequent month's rent for the fair value of said act, omission, repair or maintenance that hinders Lessee's leasehold interests. In addition, Lessee shall have the option to cure a default/breach of Lease by Lessor, if (a) Lessee has sent written notice to Lessor of Lessee's intent to cure, and (b) Lessor fails to cure said default/breach within thirty (30) days following Lessor's receipt of such notice from Lessee.

33. Interruption of Lease

If any required service to be provided by Lessor is interrupted or otherwise ceases to be provided, and a substantial part of the Premises are deemed unfit for Lessee's normal use for more than three (3) days, all rent payable by Lessee shall abate until such interruption ceases. Said three (3) day period shall not begin until Lessor receives written notice from Lessee of said interruption. In the event said interruption continues for more than 15 days, Lessee shall have the option to terminate this Lease without further liability to Lessor.

34. Remedies

Lessor and Lessee shall have all remedies available at law or equity to enforce this Lease, and to proceed against the other party for any default of this Lease.

35. Attorney's Fees

If either party becomes a party to any litigation concerning this Lease, the Premises, or the Building or other improvements in which the Premises are located, by reason of any act or omission of the other party or its authorized representatives, the party that causes the other party to become involved in the litigation shall be liable to that party for the reasonable attorneys' fees and court costs incurred by it in the litigation.

If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

36. Agency Disclosure

Lessee represents and warrants that it has not consulted or negotiated with any broker, finder or agent with regard to this Lease except Howard Coupland of Cape Fear Commercial. Lessor is represented by Gary Fisher of Commonwealth Commercial Properties, LLC who shall compensate Lessee's agent pursuant to a separate agreement.

37. Force Majeure

In the event that either party shall be delayed or hindered in or prevented from doing or performing any act required in this Lease by reason of strikes, lock-outs, casualties, Acts of God, labor troubles, inability to procure materials, failure of power, governmental laws or regulations, riots, insurrection, war or other causes beyond the reasonable control of such party, then such party shall not be liable or responsible for any such delays and the doing or performing of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

38. Consent or Approval

In each and every instance where the consent or approval of either party is required by the other party, said consent or approval shall be given in a prompt manner, and shall not be unreasonably withheld, conditioned or delayed.

39. Heirs and Assigns

All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon Lessor and Lessee and their respective heirs, executors, administrators, successors and assigns.

40. Entire Agreement

This Lease sets forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the Premises and there are no covenants, promises, agreements, conditions or understandings either oral or written, between them other than as are herein set forth.

41. Continuous Occupancy

Notwithstanding anything to the contrary in the Lease, if during the term of this Lease and any extensions hereof, so long as Lessee shall continue to pay rent as outlined herein, Lessee shall not be considered in default of this Lease by reason of abandonment or non-use in the event the Lessee's employee(s) vacates or fails to initially occupy the Premises, and will not remove the furniture and equipment during any non-use period. Lessee will use its best efforts to locate other employees to occupy the Premises. Lessee shall maintain the interior appearance of the Premises in a clean and orderly fashion at all times.

This Lease is not in effect until duly signed by Lessor and Lessee.


Lessor:
O'MALLEY HODLINGS, LLC

Lessee:
EDWARD D. JONES & CO., L.P.
d/b/a EDWARD JONES

By: 
(Authorized Signature)

By: Cushman & Wakefield U.S., Inc.
d/b/a Cushman & Wakefield, Agent

Printed Name: Robert B. O'Malley

By: 
(Authorized Signature)

Its: Managing Member

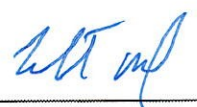
Printed Name: Christina Beary

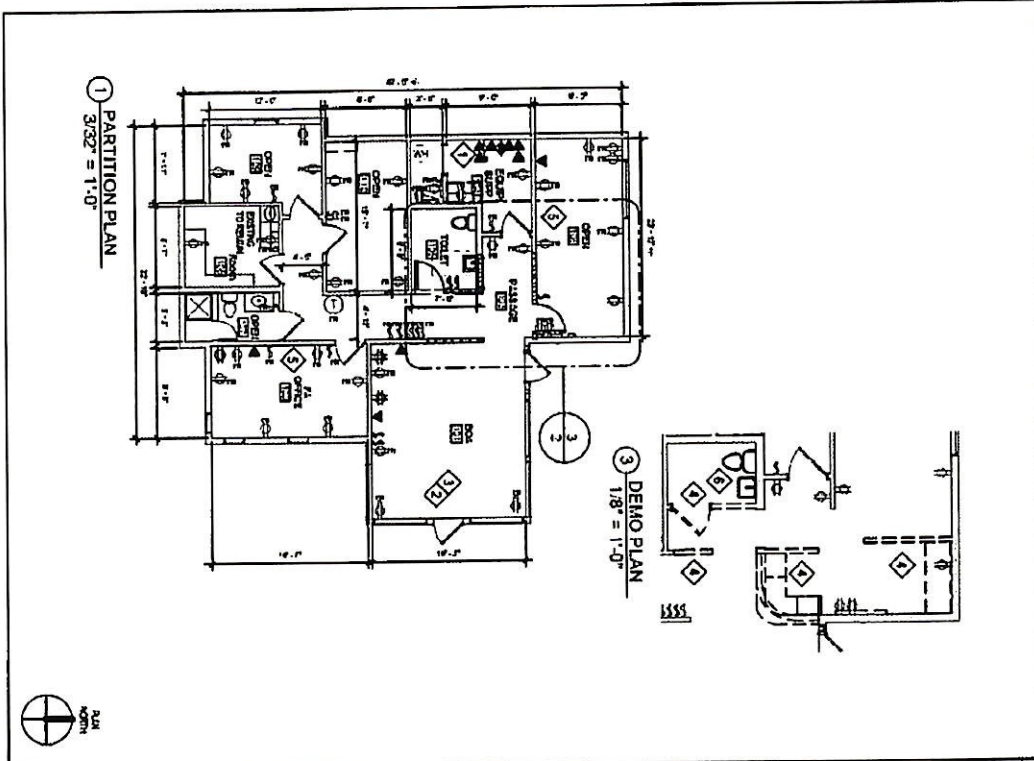
Date: 1/14/2020

Its: Leasing Manager

Federal ID #: 47-3319056

Date: 1/16/2020


Branch # 38148



- KEYED NOTES**
1. PHONE COMPANY SERVICE TO BE INSTALLED AT BOC LOCATION PER DETAIL ON SHEET 6 OF 6 AND PER SPECIFICATIONS ON 1ST DAY OF CONSTRUCTION (ALL CONDUIT AT BOC LOCATION TO BE CONCEALED BEHIND DRYWALL DUE TO BOC LOCATION IN EXIST. PHOTO TO LEASING COORDINATOR TO CONFIRM WORK ASAP).
 2. INSTALL DOOR CHAIR AT ENTRY DOOR. CHAIR TO BE LOCATED IN 10' FROM HAMPDEN BAY WIRELESS DOOR ALERT WITH WHITE COVER & HORIZONTAL LINES. HAVE DETAIL ROOMS 404-618 OR COORDINABLE ALTERNATIVE.
 3. IF LOCAL CODE WILL NOT ALLOW FOR TRIPLE-TURN COUSE AT ENTRY DOOR, NOTIFY DESIGNER IMMEDIATELY WITH ALTERNATIVE OPTIONS FOR LOCKSETS WITH INTERIOR LOCKING MECHANISMS.
 4. DEMO EXISTING PARTITION WORK AS INDICATED ON PLAN. PATCH & REPAIR ADJACENT SURFACES FOR NEW FINISHES.
 5. CONFIRM EXISTING PARTITION IS INSULATED. INSTALL NEW INSULATION AS REQUIRED.
 6. DEMO EXISTING PLUMBING PATCH & REPAIR ADJACENT SURFACES FOR NEW FINISHES.
- CONTRACTOR (SITE) SPECIFIC NOTES:**
1. LANDLORD TO DEMO REAR SPACE IN ASKS CONDITION.
 2. ALL ITEMS TO BE COMPLETED PER EDWARD JONES SPECIFICATIONS. SEE PAGES 44 UNLESS OTHERWISE NOTED.
 3. CONTRACTOR TO VERIFY ALL DIMENSIONS & WINDOW MILLION PLEASANT PRIOR TO CONSTRUCTION. IF YOU ARE UNABLE TO VERIFY DIMENSIONS, OR IF ADJACENT COOLERS, NOTIFY DESIGNER IMMEDIATELY.
 4. RIG TO INSTALL 1/2" CAUSE PHONE LINES IN 3" CONDUIT PROVIDED BY GC FROM BUILDING SOURCE TO BOC LOCATION IN EQUIPMENT 104. SEE DETAIL ON SHEET 6 OF 6.
 5. DEMO EXISTING ELECTRICAL PANEL MEETS EMI SPECIFICATIONS. UPGRADE OR ADD SUPPLY AS REQUIRED.
 6. VERIFY EXISTING ELECTRICAL PANEL MEETS EMI SPECIFICATIONS. UPGRADE OR ADD SUPPLY AS REQUIRED.
 7. SYSTEM AND TO ACHIEVE ONE SUPPLY & ONE RETURN AIR STRIP IN EACH ROOM. CLEAN & CHECK HANG UNIT EXISTING DIGITAL PROGRAMMABLE THERMOSTAT TO REMAIN AS SHOWN ON PLAN IN PASSAGE 101.
 8. INSTALL TR LAMP AND ELECTRONIC BALLASTS IN ALL EXISTING FIXTURES IF NOT EXISTING. INSTALL COATE 2X4 FLUORESCENT LAMP-HIGHLIGHTS ACCORDING TO NEW PARTITIONS. (1) NIGHT LIGHT TO BE HARDWIRED AT 10'. INSTALL COMMERCIAL FLEXIBLE SPOOLIGHT TO ILLUMINATE INTERIOR CORNER AS PER KEYNOTE 8 ON PAGE 3 OF 6. SEPARATELY SWITCHED. CLEAN LENSES AND REPLACE ALL STAINED/DAMAGED CEILING TILES. INSTALL INSULATION ABOVE CEILING AT ROOM 102 PATCH, REPAIR, AND PAINT EXISTING DRYWALL CEILING WHITE.
 9. PATCH REPAIR & PREP EXISTING PARTITIONS AS REQUIRED FOR NEW FINISHES.
 10. VERIFY LOCATION OF ALL EXISTING DEMISING PARTITIONS. VERIFY THAT THEY EXTEND TO THE DECK & ARE INSULATED. EXTEND & ADD INSULATION AS REQUIRED.
 11. EXISTING FLOORING & BASE TO REMAIN IN ROOMS 104/105/106/107/108/109/110/111. ENSURE ALL FLOORING SURFACES ARE CLEAN, DRY, SMOOTH, & LEVEL WITHIN 5/16" PER EVERY 10 FEET. REPAIR TO ACCEPT NEW FINISHES PER FINISH SCHEDULE. RESIDENT FLOORING IN HALLWAYS/STAIRWAYS TO BE INSTALLED BEHIND EXISTING TO FRONT DOOR.
 12. CLEAN & REUSE EXISTING TOILET PARTITIONS IN TOILET 105. INSTALL EXHAUST FAN VENTED TO EXTERIOR & LIGHT FIXTURE IN TOILET 105 AS REQUIRED BY LOCAL CODE.
 13. DEMO ALL ABANDONED PIPING & VENDOR/TRAFFIC.
 14. INSTALL 1/2" SCHED 40E ROOD TOP ON 104 & 105. PATCH FLOOR CLOSER AT 105.
 15. CROSS IN 104. PATCH & REPAIR FLOOR CLOSER AT 105.
 16. EXISTING BANDS TO REMAIN. PROTECT DURING CONSTRUCTION.

| | | |
|--|--|--|
| DEMO EXTENSION WORK PER DETAIL ON SHEET 6 OF 6 TO BE COMPLETED ON THE FIRST DAY OF CONSTRUCTION. GO TO INSTALL BOARD AND GROUND AND EXISTING INSTALL OF WATER LINES WITH IN EXIST PHOTO TO LEASING COORDINATOR TO CONFIRM WORK COMPLETION. | | ISSUES/REVISIONS NO. DATE DESCRIPTION |
| Edward Jones BRANCH FACILITIES BRANCH OFFICE 38148 DATE: 11.11.2019 | | 1505 MEDICAL CENTER DR WILMINGTON, NC, 28401-7507 SQUARE FOOTAGE: 1518 SF |

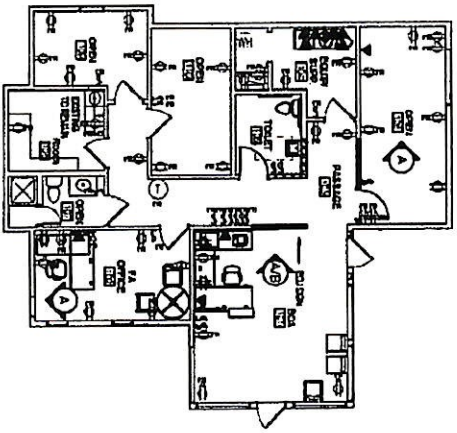
"DO NOT SCALE DRAWINGS"

*CONTRACTOR MUST HAVE (6) PAGES FOR THIS SET OF DRAWINGS. IF YOU ARE MISSING ANY PAGES, PLEASE CONTACT DESIGNER: JESSICA LAVERGNE AT: 314.515.3365

SHEET 2 of 6 EXHIBIT A

ALTERNATE KEYED NOTES
 ① CONTRACTOR TO PROVIDE ALTERNATE BID TO INSTALL DRYWALL CEILING IN ROOM 102

"LUXURY VENT PLANK
 INSTALLATION RESEMBLES
 TO FRONT DOOR STAIRS
 JOINTS E- N RAYOOR
 PATTERN"



① FURNITURE / EDU EQUIP. PLAN
 3/32" = 1'-0"

EAST = EXISTING FINISH TO REMAIN N.I.C. = NOT IN CONTRACT FOR FINISHES
 MATCH = NEW FINISHES TO MATCH EXISTING V.A. = FINISH NOT APPLICABLE TO THIS ROOM



| RM NO | PAINT | ACCENT WALL | FLOORING | BASE | DOOR/TRAIL | DRYWALL | NOTES |
|-------|-------|-------------|----------|------|------------|---------|--------------|
| 101 | P3 | A1 | LVR3 | LV3 | EXST/EXST | DRWP | SEE NOTE 'A' |
| 102 | P3 | A1 | EXST | LV3 | EXST/EXST | DRWP | SEE NOTE 'X' |
| 103 | P3 | N.A. | LVR3 | LV3 | EXST/EXST | DRWP | |
| 104 | EXST | N.A. | EXST | LV3 | EXST/EXST | DRWP | |
| 105 | P3 | N.A. | LVR3 | LV3 | EXST/EXST | DRWP | |
| 106 | P3 | A1 | LVR3 | LV3 | EXST/EXST | DRWP | SEE NOTE 'A' |
| 107 | EXST | N.A. | EXST | LV3 | EXST/EXST | DRWP | |
| 108 | EXST | N.A. | EXST | LV3 | EXST/EXST | DRWP | |
| 109 | EXST | N.A. | EXST | LV3 | EXST/EXST | DRWP | |
| 110 | EXST | N.A. | EXST | LV3 | EXST/EXST | DRWP | |

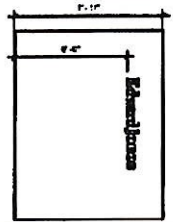
KEYED NOTES

① ACCEPT TO BE PAINTED WITH ACCENT COLOR SEE FINISH SPECIFICATIONS

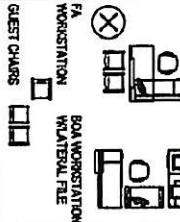
② REPAIR FOR EDU LOOD TO BE CENTERED ON PARTITION AS INDICATED ON PLAN. USE PROVIDED TEMPLATE FOR ACCURATE ALIGNMENT. SEE STORAGE ELEVATION TO THE RIGHT. PROVIDE & INSTALL COMMERICAL P RECESSED SPOTLIGHT W/ WHITE ADJUSTABLE TRIM. TRIM NOT OUTLIND AN EXISTING SAVED BULB TO BE INSTALLED IN CEILING 5'-0" AWAY FROM WALL AND CENTERED ON PARTITION FOR INSTALLATION INSTRUCTIONS. VISIT www.edwardjones.com/contractors FOR CANADIAN SPECIFICATIONS. PLEASE CALL SPECIFICATIONS (SEE CONTRACT BIDDING PAGE 01) STORAGE TO BE COVERED BY CONTRACTOR AND WILL BE PAID FOR BY EDWARD JONES. ONLY THE INSTALLATION SHOULD BE INCLUDED IN SCOPE OF WORK. CENTER KIT WITH PINS ON BACK KIT COOKS WITH TEMPLATE FOR EASY INSTALLATION

③ EDWARD JONES LOGO TO BE CENTERED ON PARTITION AS INDICATED ON PLAN. USE PROVIDED TEMPLATE FOR ACCURATE ALIGNMENT. BOTTOM OF LOGO TO BE 6" AFF. UNLESS THERE IS A WINDOW ON THE STORAGE WALL. THEN PLACE THE STORAGE 6" ABOVE WINDOW TRAIL ALLOW AT LEAST 2" ON EITHER SIDE OF STORAGE. IF PARTITION SELECTED FOR STORAGE DOES NOT ALLOW, NOTIFY DESIGNER IMMEDIATELY.

STORAGE ELEVATION



STANDARD FURNITURE



FINISH SPECIFICATIONS

PAINT
 P-3 SWING AGREEABLE GRAY (SHERWIN WILLIAMS) OR COLLARWOOD (BEHRMAN ROOMS)

ACCENT WALLS - SINK IS ROCK GARDEN (SHERWIN WILLIAMS) OR CUSTOM EDU GREEN (BEHRMAN ROOMS)

A1 - DOOR FRAME COLOR - SW7510 CHATEAU BROWN (SHERWIN WILLIAMS)

A1 - DOOR FRAME COLOR - SW7510 CHATEAU BROWN (SHERWIN WILLIAMS)

*PAINT TO HAVE EGGSHELL FINISH - SEE PAGE 5 FOR FULL SPECIFICATIONS

GC USE ONLY

CONTACT FOR FINISHES:
 NATIONAL RETAIL FLOORING SERVICES, INC.
www.nfrs.com
 638-822-0000 info@nfrs.com

CARPET TILE

PARTICULAR WHITE LUGER PRODUCT C10 - CUSTOM TILE - 18"X18" 5/8" BY 8 CARTON CARPET TILE ADHESIVE - PATCRAFT 8500 HIGH MOISTURE 100 TO SPREAD RATE

*GC TO LEAVE 1" GAP ON EITHER SIDE OF CARPET TILE IN BRUSH AT CONSTRUCTION COMPLETION

BASE

ROPE CORNER BASE
 35-PART LIGHT BROWN

BROUQUON
 C1 - CUSTOM TILE MATCH PATCRAFT EDU DISTON W/ 91
 ADHESIVE - PATCRAFT 1000
 UNIT ROOMING 8.7795"
 ADHESIVE SPREAD RATE: 35-36 YO

ISSUES/REVISION

| NO | REV | DESCRIPTION |
|----|-----|-------------|
| | | |

"DO NOT SCALE DRAWINGS"

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155 MEDICAL CENTER DR
 WILMINGTON, NC.
 28401-7507

SQUARE FOOTAGE: 1518 SF

Edward Jones
 BRANCH OFFICE 38148
 DATE: 11.11.2019

SHEET 3 of 8
 EXHIBIT A

EXHIBIT B

ESTOPPEL CERTIFICATE

THIS ESTOPPEL CERTIFICATE (hereinafter referred to as "Certificate") is made this day of _____, 20____, by and between Edward D. Jones & Co., LP d/b/a Edward Jones ("Tenant") to _____ (Potential Lender) and _____ ("Landlord") in connection with _____, (the "Premises").

To the best of the Tenant's knowledge, as of the above referenced date, the Tenant hereby acknowledges the following:

1. Tenant is the current tenant per, the Lease dated _____, which has been amended by _____ (Said Lease and the referenced amendment (s) thereto are collectively referred to herein as the "Lease")
2. The original term of the Lease commenced on _____.
3. The Lease is due to expire on _____.
4. The square footage of the Premises is _____.
5. Tenant has accepted and is now in possession of the Premises as outlined in the Lease.
6. The amount of the current monthly base rent is \$ _____. Additional rent as outlined per the Lease is paid monthly as follows: _____. All amounts have been paid in full through _____.
7. The amount of the Security Deposit (if any) is \$ _____.
8. Except for unknown defects, as of the date hereof, all improvements, alterations and space required to be furnished according to the Lease have been completed to the satisfaction of Tenant, except _____ (if none enter NONE). All sums required to be paid by Landlord to Tenant in connection with the improvements (including, without limitation, any tenant allowance or rebate) have been paid in full, except: _____ (if none enter NONE).
9. As of the date hereof, Landlord has performed all of its obligations under the Lease, except as follows _____ (if none, write "None").
10. Tenant has no option to renew or extend the Lease term, except as follows: _____ (if none, write "None") as outlined in the Lease.
11. Tenant does not have the option or right of first refusal to purchase the Building/Property or to expand, the Leased Premises except as outlined per Lease.

EXHIBIT C

CORPORATE OFFICE CONTACTS

Emergency/Non-Emergency Contact:

Branch Facilities: 800-824-6525 (M-F 8am-5pm CST)

Corporate Office Billing & Notice Address:

Edward D. Jones

Attention: Branch Leasing; BR# 38148

12555 Manchester Rd

St Louis, MO 63131

All other Corporate Communication:

Please send Rent Statements, Invoices, Annual Operating Expense Reconciliations, CAM's, COI Requests & Estoppel or SNDA Requests to the following:

EDJleaseadmin@cushwake.com

Include Branch #38148 on any communication.

****For all other inquiries, please contact 314-515-3960 for further assistance.**

(Please note: Per the Lease, Lessee's employees stationed at the Premises are not empowered to give instruction regarding the leasehold.)