April 5, 2022

VIA EMAIL: tmann@hollingsworthcos.com

Tom Mann
The Hollingsworth Company
tmann@hollingsworthcos.com

Re: ***Request for Proposal (RFP)***
6055 Quality Way

Dear Tom:

On Pace Partners, Ryan Sawyer as exclusive agent for Tenant have been authorized to submit the following Request for Proposal which sets forth the basic terms and conditions upon which the Tenant and Landlord identified below are interested in commencing negotiations of a definitive lease agreement (based upon Tenant's standard form) ("Lease") for the lease of the above-referenced site.

Please provide a response directly in the space allotted below by no later than Friday, April 15th at 5 pm EST. Any response NOT provided in the format below will be removed from consideration.

		Tenant RFP	*Landlord's Response (Please Insert Date)*	*Tenant's Response*	*Landlord Response 04.27.22*	*Tenant response 6.6.22*
1.	***Property Address:***	Please list address	6055 Quality Way Prince George VA 23875			Agreed.
2.	***Landlord:***	Please describe entities and relationship	Summit Investments II and Summit Investments V are owners in common.			Agreed.
3.	***Property/Asset Manager:***	Please describe the management entity and/or asset manager and detail the experience and qualifications of the management team.	This facility is offered as a new, expandable, single-tenant, Triple Net Lease. Tenant manages property, except for roofing and structure.			Agreed.
4.	***Tenant:***	Sam's, Inc.	Approved.			
5.	***Security Deposit:***	None	Landlord agrees to waive the security deposit.			Agreed.
6.	***Demised Premises Square Footage:***	In addition to the 650,000 building square footage, please also identify any expansion capabilities both contiguous to the Premises and/or within any industrial park in which the Premises may be located	See attached existing building plan and a possible expanded building plan, to include additional parking spaces and trailer storage. The original building plan is 650,250 SF; the expanded building plan is 941,850 SF.			650,250 SF agreed.
7.	***Parking***	Please provide the minimum and maximum parking spaces for trailers and cars.	Existing car spaces; 161 spaces Existing trailer drops; 177 drops Maximum cars spaces; 1,000 car spaces Maximum trailer drops; 428 trailer drops Maximum spaces may be increased based on customer requirement.			161 Cars and 177 trailer drops agreed.
8.	***Lease Commencement:***	Upon Substantial Completion of the Premises ("Possession Date"). **Please provide construction and delivery**	The facility has an open construction permit. The permitted facility will be completed by **June 1, 2022.**			July 1, 2022 Certificate of Completion and Beneficial Occupancy October 1, 2022 Rent Commencement

		timeline with milestone dates. Please provide a detailed explanation of the state of entitlements and approvals.				
9.	***Beneficial Occupancy:***	Please provide the soonest date by when the Premises will be available for Beneficial Occupancy allowing Tenant to install Tenant's furniture, data/telephone wiring, fixtures, material handling equipment (MHE), electrical distribution, racking, equipment, make other improvements to the Premises and **utilize the office space as an employment center for interviewing and training**. Tenant shall not unreasonably interfere with Landlord's Work during such Beneficial Occupancy. Tenant shall not be charged base rent, operating expenses or utilities during the Beneficial Occupancy period.	Facility will be available for Beneficial Occupancy less any upfits to be completed by customer on **May 1, 2022.** In addition to interviewing candidates onsite, Prince George County provides a location at the County Office Building for local employers to interview and train prospective employees, free of charge. Tenant shall not be charged base rent, operating expenses, or utilities during the Beneficial Occupancy period with a Lease commencement and Rent start date of June 1, 2022.	Agreed except the Premises shall be available for Beneficial Occupancy sixty (60) days prior to Commencement Date.	Landlord agrees to 123 month Lease Term Commencement on June 1, 2022 with Rent Commencement September 1, 2022, i.e. 90 days of Beneficial Occupancy if a Lease can be signed on or before June 1, 2022. Landlord accepts that Tenant will perform all upfits related to the TI Allowance (paid for by Landlord).	63 Month Term beginning on July 1, 2022 with Rent Commencement on October 1 2022. Agreed with Lease Commencement of July 1, 2022 and Rent Commencement of October 1, 2022.
10.	***Initial Term:***	Please quote on a Ten (10) and Fifteen (15) Year Term.	Lease Terms are quoted as a set because all the items are interrelated and affect Landlord's return on the investment. **10 – Year Term** $6.53 NNN / SF / Year Annual escalations based on CPI, 3% minimum $4 / SF TI allowance, any amount above the allowance will be paid by Tenant. Broker Commission paid by Landlord limited to $1,100,000 **15 – Year Term** $6.31 NNN / SF / Year Annual escalations based on CPI, 3% minimum $4 / SF TI allowance, any amount above the allowance will be paid by Tenant. Broker Commission paid by Landlord limited to $1,100,000. Anything above the cap is the responsibility of the Tenant.	**123 Month Term** $6.00 NNN / SF / Year First three (3) months rent free Annual escalations 2.5% $4 / SF TI allowance, any amount above the allowance will be paid by Tenant. **185 Month Term** $5.75 NNN / SF / Year First five (5) months rent free Annual escalations 2% $5/ SF TI allowance, any amount above the allowance will be paid by Tenant.	**123 Month Term** $6.37 NNN / SF / Year First three (3) months rent free Annual escalations 80% of CPI, min. 2.25% $4 / SF TI allowance, any amount above the allowance will be paid by Tenant. Lease Commencement June 1, 2022 Rent Commencement September 1, 2022 Broker Commission 4% of total rent payments for the initial Term, less the TI Allowance amount used by Tenant. Fifteen Year Term is no longer offered.	63 Month Term $6.15 NNN / SF / Year Agreed Annual Escalations of 3% per year $2 / SF TI Allowance Lease Commencement July 1, 2022 Rent Commencement October 1, 2022 Broker Commission 4% of rent for the term Agreed.
11.	***Renewal Options:***	Tenant requires two (2) options to extend the term for all or a portion of its Premises, for five (5) years each ("Renewal Term") with six (6) months prior written notice to the Landlord. Each renewal term will follow the same escalations as the previous term. In addition, Tenant requires an additional six (6) options to extend the	Agreed for the complete facility. No partial building renewals are offered.	So long as Tenant occupies at least 50% of the Premises, Tenant shall have two (2) options to extend the term for five (5) years each ("Renewal Term") with six (6) months prior written notice to the Landlord. Each renewal term will follow the same escalations as the previous term. In addition, Tenant requires an additional six (6) options to extend	Landlord cannot support partial renewals in this single tenant facility. Tenant has the right to sublease portions of the Premises it has leased from Landlord.	Agreed, three 5-Year Renewals with 6-month prior notification at 98% of Fair Market Value, (but not less than the previous term ending rate) at each renewal date and continuing the same terms and conditions.

		term for all or a portion of its Premises, for five (5) years each at 95% FMV.		the term for all or a portion of its Premises, for five (5) years each at 95% FMV.		
12.	***Base Rent:***	Please state the Base Rental Rate (NNN) you propose, for both terms, and provide a rent schedule for the term, including the Annual Base Rent, Monthly Base Rent and Rate/SF with 2% annual escalations in the base rent.	Base Rent listed in item 10. Above.			Agreed, as listed in Item 10 above.
13	***TI Allowance***	Landlord shall provide Tenant with an improvement allowance equal to $4/SF which shall be used for all hard and soft costs needed to complete the building-specific improvements including but not limited to the office space, dock equipment and power to space. The Landlord and Tenant will mutually agree to configuration of the final improvement plan to premises.	TI Allowance listed in item 10 above. Bear in mind the facility is essentially complete except for offices. Facility currently has: - (80) Kelley HK 7'X8' 40K Capacity Dock Levelers - (80) APS 2000 Trailer Restraint, cross-docked - LED lighting to 30 Footcandles in warehouse - 2,000 Amp 480/277V 3 Phase Power - 6-inch, 4000 PSI floors with Helix micro-rebar - ESFR fire suppression system.			Agreed, as listed in Item 10 above.
14.	***Rent Abatement:***	Please specify free rent or any other landlord incentives or concessions.	Landlord incentives include TI Allowance, Dock Levelers, Trailer Restraints, and LED Lighting. Installation of these long lead items allow the tenant an accelerated startup of operations in this uncertain supply chain market.	Free rent listed in section 10 above.		Agreed.
15.	***Operating Expenses:***	Please state the itemized estimated annual operating expenses that Tenant shall pay on a pro-rata share basis, to include: • Real estate taxes • Insurance • Common area maintenance ("CAM") charges • Association fees	Estimated Operating Expenses Real estate taxes; $0.39 SF/YR Insurance; $0.09 SF/YR General Building maintenance; $0.09 SF/YR The Landlord will waive all CAM charges and Association Fees for this Facility. This is a single tenant, triple net facility, the operating expenses are negotiated and controlled by the Tenant.			Agreed.
		Operating Expenses shall not exceed the provided estimate for the first lease year of the term.	The Tenant is responsible to negotiate and manage all expenses for the facility less the roof and structure. The roof and structure will be maintained by the Landlord at its cost.			Agreed.
		Please disclose any and all potential taxes or fees other than the ones listed above that might increase or be applied after a lease is consummated.	None anticipated.			Agreed.

		Controllable expenses will be capped at 2% over the previous year's expenses on an annual basis for the Lease Term. Controllable expenses are defined as all operating expenses with the exception of real estate taxes, insurance, common area utilities.	This is a single tenant, triple net facility, the operating expenses are negotiated and controlled by the Tenant.			Agreed.
		Tenant shall not be responsible for real estate tax increases caused by improvements by or on behalf of other tenants within the project, construction of additional buildings within the project or sale of the Premises.	Agreed.			
		The Premises should be separately metered for gas and electric and Tenant shall be responsible for paying utilities directly to the utility company.	Agreed.			
		Right to Contest Taxes: Tenant, with the assistance of Landlord, if necessary, shall have the right to contest the real estate taxes.	The Tenant has the right to Contest Taxes.			Agreed.
		Right to Self-Manage: Tenant shall at all times have the right to self-manage the Building upon no less than 30 days' prior written notice to Landlord.	The Landlord expects the Tenant to self-manage the facility, except the roofing and structure as described above, which are Landlord responsibilities.			Agreed.
16.	***Maintenance and Repairs:***	**Tenant Responsibilities:** During the lease term, Tenant shall be responsible for interior maintenance, including routine system maintenance, trash removal, and janitorial service except for damage arising from negligent acts of Landlord.	This facility is offered as a NNN, single tenant facility. The Landlord will maintain the roof and structure at no cost to the Tenant. All other items will be the Tenant's responsibility. For the items Tenant is responsible, Tenant has full authority to negotiate tax rates, insurance premiums, maintenance fees, etc.	Agreed except Landlord shall be responsible at its sole cost for the performance of repairs, maintenance and replacement to all structural building elements, including, without limitation, the roof, exterior walls, foundations and below ground plumbing except for damage arising from negligent acts of Tenant.	Landlord has already agreed to be responsible for all of these items, except for the underground plumbing. The Landlord will also agree to be responsible for the underground plumbing, excluding Tenant abuse or neglect.	Agreed.
				Additionally, any maintenance, repair or replacement to an HVAC unit in excess of $2,000 in a single occurrence shall be considered a capital item and amortized as stated in this section.	HVAC repair threshold will be $10,000 per occurrence before being considered Capital repair/replacement.	HVAC repair will be $10,000 in aggregate before being considered Capital repair/replacement.
		Landlord Responsibilities: Landlord shall be responsible at its sole cost (not included in Operating Expenses and not passed through to the Tenant) for the performance of repairs, maintenance and replacement to all structural building elements, including, without limitation, the roof, exterior walls, foundations and floors, and below ground plumbing, utilities, and sprinklers except for damage arising from negligent acts of Tenant.	Landlord agrees to be responsible for all structural and roofing maintenance for the facility at Landlord's sole cost for the entire Term of the Lease.			Agreed.

		Landlord, subject to Tenant's right to self-manage, shall also be responsible for all other repairs, maintenance and replacement of the Building, building systems and common areas which shall be included in CAM charges as part of Operating Expenses and passed through to Tenant.	CAM charges have been waived.			Agreed.
		Roof Membrane: Tenant shall not be responsible for any cost associated with roof membrane replacement.	Agreed.			
		Capital Repairs and Replacements: Any maintenance, repair or replacement cost that is a Tenant's Responsibility or passed through to Tenant as part of Operating Expenses that is in excess of $.10 per square foot for any particular year, or considered a capital repair/replacement pursuant to GAAP accounting principles, shall be amortized at 3% interest over the useful life of such capital repair/replacement item and only the amortized portion shall be included in operating expenses. Additionally, any maintenance, repair or replacement to an HVAC unit in excess of $2,000 in a single occurrence shall be considered a capital item and amortized as stated in this section.	Capital Repairs shall be amortized at the then current prime lending rate +3% interest over the useful life of such capital repair/replacement items until the end of the lease term or the useful life of the item; whichever is less. Capital repair/replacement expenses include building painting and paving. HVAC repair threshold will be $20,000 per occurrence before being considered Capital repair/replacement.			Agreed.
		Latent Defects/Hazardous Material: Landlord shall, at its sole cost and expense, correct latent defects in the design and construction of the Building and site improvements and shall remove and remediate any hazardous materials upon the Land not introduced by Tenant.	Latent Defects/Hazardous Material shall be addressed within the One Year Warranty offered by the Landlord.			Agreed.
		Self Help Rights: If Landlord fails to fulfill its maintenance, repairs and replacement obligations, Tenant shall have self-help rights.	Agreed.			
17.	***Insurance:***	Tenant shall maintain the following insurance: (i) Liability insurance in amounts of $1,000,000 per occurrence and $2,000,000 in the annual aggregate in primary coverage, with an additional $5,000,000 in umbrella coverage.	Agreed with an Umbrella Policy maintained by the Tenant.			Agreed.

		(ii) Commercial auto liability insurance $1,000,000 combined single limit for each accident.	Agreed.			
		(iii) Worker's compensation insurance of $1,000,000 (or such larger amount if required by applicable law).	Agreed.			
		Landlord shall maintain the following insurance:				
		(i) Liability insurance in amounts of $1,000,000 per occurrence and $2,000,000 in the annual aggregate in primary coverage, with an additional $5,000,000 in umbrella coverage.	Agreed.			
		(ii) Landlord shall maintain at all times during the Term, insurance in the amount of 100% of the replacement value of the Building.	Agreed, this expense will be a pass through with no mark-up by Landlord.			Agreed.
		Tenant shall have the right to self-insure any or all of insurance required under the lease and Operating Expenses shall be adjusted accordingly.	Agreed, except for the All-Risk building replacement value policy.			Agreed.
18.	***Use, Restrictions: and Zoning:***	Tenant may use the Premises for any lawful use, including without limitation storage, warehousing, distribution, warehouse sales to the public and call center. Tenant shall have unrestricted access to the Premises during the Term 24 hours a day, seven days a week.	None of the listed uses are prohibited by the Zoning Ordinance or the Restrictive Covenants for the SouthPoint Business Park.			Agreed.
		Explain any Landlord/Park or local/jurisdictional Covenants that affect the Property.	Restrictive Park Covenants are attached. The Landlord prohibits unionized labor operations on the premises at the time of Lease commencement. There are currently no active labor unions in SouthPoint Business Park.			Agreed.
		Please indicate Zoning and confirm that Tenant's intended use is a permitted use for the Building.	Prince George County Zoning Classification M1 allows: light industrial manufacturing, distribution, warehousing and associated office functions.			Agreed.
		Describe the current use and future uses of all adjacent contiguous properties.	Adjacent building uses are: Beverage Canning, Food Distribution, Home Construction Components, Metal Panel fabrication.			Agreed.

19.	***Landlord's Work:***	The plans and specifications describing Landlord's Work and approved by Tenant are referred to as the "Plans". All Landlord's Work shall be done in a first-class, professional, workmanlike manner, free and clear of all liens and encumbrances for labor and materials, and in conformity with all applicable governmental rules, regulations, codes and laws. All areas of design and engineering must be certified by and under the direct supervision of architects and engineers licensed and registered in the state in which the Premises are located. No changes or deviations from the Plans may be made without the prior written consent of Tenant, which consent may be granted or withheld in Tenant's absolute discretion. All warranties associated with the Building or Landlord's work shall inure to the benefit of Tenant. In addition, Landlord shall warranty Landlord's Work and all other components and systems of the building for the first (12) months of the lease term. Landlord is to clearly outline the implementation plan, timing, roles and responsibilities including those of Tenant. Landlord shall appoint a single point of contact and shall provide weekly status reports in a mutually agreeable format to the project manager for the Tenant and provide expectations for site visits by Tenant. **Landlord shall provide Landlord's Work on a "Turnkey" basis including all space planning services, construction drawings, permit fees, etc. Landlord shall provide Tenant an "open book" itemization of all costs associated with Landlord's Work.**	Certificate of Completion will be available before anticipated Lease signing date. Landlord agrees to allow Tenant to perform improvements to the Premises and Landlord will pay up to the amount of the Tenant Improvement Allowance to Tenant for the cost of such improvements upon completion of the improvements. The Landlord shall approve or return the Tenant's construction plans within 10 days of receipt. The Tenant is in control of the upfit design and construction schedule. Tenant shall utilize Tenant Improvement Allowance to upgrade the base building to its specifications. Tenant performed Tenant Improvements shall not delay Lease Commencement or Rent payment so long as Base Building is completed, and Certificate of Completion is in place. Tenant performed TIs shall not delay Lease Commencement or Rent payment so long as Base Building is fully completed, and Certificate of Completion is in place.			Agreed. Agreed. Agreed.
20.	***Condition of Premises:***	The Premises upon delivery shall (1) be in good condition and repair; (2) be free of hazardous wastes or toxic substances; (3) fully comply with all laws, rules, regulations, codes and ordinances; and (4) be substantially complete subject to punch list items; (5) have been issued and delivered to Tenant a final Certificate of Occupancy (or a Temporary Certificate of Occupancy or other authorization or permission, if required, permitting occupancy for the purposes of Tenant's fixturization and stocking of merchandise,	Agreed, Certificate of Completion will be completed before anticipated Lease signing date. The Certificate of Completion will allow the Tenant to begin buildouts and set up of equipment within the premises.			Agreed.

		and hiring and training employees pending the issuance of the final Certificate of Occupancy or equivalent, as applicable).				
21.	***Tenant Alterations and Additions:***	Tenant may make any alterations, improvements, or additions to the Premises (each, a "Tenant's Change") which do not cost in excess of $1,000,000 without Landlord's prior written consent. Tenant must obtain Landlord's prior written consent to any Tenant's Change which will cost in excess of $1,000,000, which consent Landlord agrees not to unreasonably withhold, condition or delay. Tenant shall not be required to remove the applicable Tenant's Change at the termination or expiration of this Lease.	The Landlord requires consent for any change in excess of $50,000. The Landlord's review will be completed within 10 days of receipt, or the request will be deemed approved.	Agreed except Tenant may make any alteration in excess of $200,000 without consent of Landlord.	Tenant may make any alteration **less than $100,000** without consent of Landlord.	Agreed.
22.	***Signage and Fixtures:***	Tenant shall have the right to design, locate, and install the maximum signage allowable by the governmental agency with governing authority. Tenant shall have the right to install mechanical equipment, including solar panels and satellite dishes or other antennae for telecommunications affixed to the roof or other portions of the Building or Premises.	Subject to applicable legal requirements and at Tenant's cost, Tenant may (1) place its standard graphics and signage at the entrance(s) to the Premises, on any monument sign(s) at the property and in prominent locations on the exterior of the building that are reasonably approved by Landlord, and (2) install temporary and/or directional signage. Any installation of equipment on the roof must be architecturally reviewed and approved by the Landlord.			Agreed. Agreed.
23.	***Compliance with Laws; Hazardous Materials:***	Landlord shall represent and warrant that as of the Effective Date of the Lease, the Premises shall be free from hazardous materials or contamination. Landlord shall perform such acts as may be necessary to cause the Premises to be and remain in compliance with all federal, state and local laws, including environmental laws, during the Term of the Lease. Landlord shall indemnify Tenant against any adverse effect resulting from the presence of hazardous materials, toxic substances or other contamination at, on or beneath the Premises existing prior to the Possession Date or introduced by any third party other than Tenant or Tenant's agents, contractors, or employees. In no event shall Tenant have any obligation to remove or remediate any existing contamination on the Premises.	Agreed, Landlord has attached a Phase 1 Environmental Site Assessment performed at the site in August of 2020, the report can be updated after lease approval.			Agreed.
24.	***No Acceleration of Rent:***	Upon default by Tenant, Landlord shall not have the right to accelerate Rent or any other amount payable by Tenant under the Lease or otherwise.	Agreed.			

25.	***No Covenant of Continuous Operation:***	So long as Tenant is not currently in default of the Lease, Tenant may discontinue operation of Tenant's business at the Premises at any time and from time to time. Nothing contained herein or in the Lease shall be construed to obligate Tenant to open for business, to continue to operate Tenant's business in the Premises, or to continue to occupy all or any portion of the Premises.	Agreed so long as the property is fully maintained, and the tenant meets all park covenants.			Agreed.
26.	***Subordination/Non-Disturbance:***	Any current or future lender or ground lessor holding a mortgage or other security interest with respect to the Premises will be required to execute and deliver an SNDA and Estoppel Certificate pursuant to Tenant's standard forms, such forms to be attached to the Lease.	Agreed. Please send form for review.			
27.	***Assignment & Subletting:***	Tenant may assign this Lease or sublease all or any part of the Premises without the need for obtaining the consent of Landlord, provided that Tenant shall remain fully liable for the performance of all of the covenants, agreements and obligations of the Tenant under the terms and provisions of the Lease, and shall not be relieved of any liability under the Lease.	Agreed.			
28.	***Right of First Refusal:***	Tenant shall have the Right of First Refusal to purchase the Premises in the event of a sale by Landlord.	Agreed. Landlord is a long-term holder and does not intend to sell the Facility.			Agreed.
29.	***Access:***	Please provide a preliminary site plan showing access to the Building and Premises. Please also submit a, traffic flow diagram that details car and trailer flow on the site. Please provide any restrictions on truck routes to any streets that serve the facility.	See attached ALTA survey.			Accepted as-is.
30.	***Ground Lease:***	Please state whether the Property is encumbered by a ground lease and state expiration date.	There is no ground lease on this facility.			Accepted.
31.	***Landlord Deliverables:***	**General:** Within ten (10) days of the date this RFP is fully executed, Landlord shall deliver to Tenant copies of all reports, studies, plans, agreements, and land use entitlement documents concerning the Premises and its condition that are reasonably required by Tenant for closing.	The building currently has an open building permit evidencing it entitlement status.			Agreed.

		Environmental Reports: If Landlord demolishes or rehabilitates any existing structure on the Premises in the course of performing Landlord's Work on the Premises, Landlord shall deliver to Tenant a comprehensive asbestos survey (the "Asbestos Report") and lead-based paint survey (the "LBP Report"). The Asbestos Report and the LBP Report shall include copies of all manifests for disposal of asbestos containing material and lead-based paint. In no event shall Tenant be named or referenced as an owner or tenant on said manifests. The Asbestos Report and the LBP Report shall be certified in writing to Tenant and shall be delivered to Tenant no later than thirty (30) days prior to Lease execution, if applicable.	Not Applicable.			Agreed.
		Permits: Prior to the Possession Date, Landlord shall obtain all required zoning and other permits (other than Tenant's business licenses) for the lawful construction and operation of the Premises.	Permits: all zoning is in place for the Tenant's intended purpose. Permits required for upfits will be obtained after approval of Tenant Improvement construction plans.			Tenant will handle all design and permitting of desired upfits. Landlord will also review and approve of construction plans for upfits.
32.	***Title/Escrow Company:***	Landlord shall, no later than thirty (30) days prior to execution of the Lease, deliver, at Landlord's sole cost and expense, an ALTA extended coverage leasehold policy of title insurance ("Title Policy") insuring Tenant's leasehold estate under the Lease in a form reasonably acceptable to Tenant and evidencing title in the condition approved by Tenant. The title policy shall be issued by Chicago Title Insurance Company, Stewart Title Company, or any other title insurance company reasonably acceptable to Tenant and shall provide ALTA extended coverage and include any endorsements reasonably required by Tenant and available at reasonable cost.	ALTA Survey and Title Policy attached.			Accepted.
33.	***Foreign Trade Zone:***	Please indicate whether your property is within a Foreign Trade Zone.	This property is a Foreign Trade Zone Alternate Site Framework designation. The property can be activated within 90 days if this is desired.			Understood.
34.	***Hold Over:***	Tenant shall have the right to holdover for up to three (3) consecutive one (1) month periods following lease expiration on the same terms and conditions as provided in the lease. Thereafter, penalty rates shall not exceed 125% of existing rates.	There is no holdover with this property.			Agreed.
35.	***Brokerage Commission:***	Prospective Tenant has been represented by OnPace Partners, LLC and their fees	This project has been presented by JLL, Richmond office. Any commission agreement	This project has been presented by OnPace Partners, LLC and JLL, Richmond office. Any	Agreed.	

		shall be paid by Landlord. Landlord to pay OnPace Partners a commission equal to the market rate of the remaining rental value of the transaction. Other than as set forth herein, Landlord represents that it dealt with no broker or brokers and Prospective Tenant represents that it dealt with no broker or brokers, in connection with the negotiation, execution and delivery of this RFP. Landlord shall defend, indemnify and hold harmless Prospective Tenant from and against any claims or demands for brokerage commission or compensation or other claims of any kind (including reasonable attorney's fees) arising out of the negotiation and execution of this RFP, the Proposed Lease, or Tenant's interest or involvement with respect to the Premises.	will be negotiated and signed by JLL and the Landlord. Any commission payable by the Landlord will be paid to JLL, the Landlord will have no liability as a result of the agreement other than those stated in the signed agreement between the Landlord and JLL. The Landlord will pay a commission on base rent; less TI's and rent abatements; at market rate, to a cap of $1,100,000. Any amount above the cap is the responsibility of the Tenant to arrange with Tenant's broker(s).	commission agreement will be negotiated and signed by JLL and the Landlord. Any commission payable by the Landlord will be paid to JLL, the Landlord will have no liability as a result of the agreement other than those stated in the signed agreement between the Landlord and JLL. The Landlord will pay a commission on base rent; less TI's and rent abatements; at market rate, equal to 4% of the aggregate base rent over the term. The commission shall be paid ½ upon lease execution and ½ upon Lease Commencement.	Agreed, except second half of commission will be paid three months after Rent Commencement.	Agreed.
36.	***Confidentiality***	Landlord expressly acknowledges and agrees that the identity of Prospective Tenant (which shall specifically include the identity of any nominee or assignee), the terms and conditions of this Letter of Intent, together with any discussions, negotiations, and or agreements arising out of this Letter of Intent or any such discussions shall be deemed confidential information ("Confidential Information") and shall not be disclosed by Landlord or any of its agents, employees or consultants for a period of three (3) years from the date of this Letter of Intent, without the express prior written consent of Prospective Tenant. Without limiting the generality of the foregoing, Landlord agrees to hold the Confidential Information in strict confidence and not to disclose such Confidential Information to any third party, except as specifically authorized by Prospective Tenant in writing, and to use all reasonable precautions to prevent the unauthorized use or disclosure of the Confidential Information. Except with respect to the identity of Tenant, which shall be kept confidential under all circumstances, the Confidential Information shall not include information that is already available to the public, or becomes available to the public through no fault of Landlord.	Agreed.			
37.	***Exclusivity and Disclaimer:***	**If Tenant selects Landlord's property as a finalist, assuming the property is available on the selection date, Landlord and Tenant shall enter into a separate**	The Landlord will work with the Tenant in good faith. Upon full agreement of terms herein, both parties shall work quickly to reach final lease terms and execute.	Agreed except Tenant shall have the exclusive right for thirty (30) days from execution of this LOI to negotiate a lease transaction for the Premises with Landlord.	Landlord is currently negotiating with other clients for the same building. Whichever company can get to a signed Lease Agreement first will gain the use of the building. **All**	Agreed. Landlord anticipates return of signed LOI from Tenant by June 15, 2022 and executed Lease documents by June 24, 2022.

		agreement setting forth terms related to the period of time during which Tenant shall have the exclusive right to negotiate a lease transaction for the Premises with Landlord. This RFP is non-binding on the parties hereto and merely sets forth the basic terms and conditions that the parties presently intend to incorporate into the Lease. The parties acknowledge that they have not entered into any agreement to negotiate such Lease pursuant to this RFP, and either party may, at any time prior to the execution of the Lease, propose different terms from those summarized herein and unilaterally terminate all negotiations without any liability whatsoever to the other party. Each party is and will be solely liable for all of its fees, costs, and other expenses in connection and in conjunction with the negotiation and preparation of a final agreement pursuant to this RFP.	The Landlord may continue to market the property until a Lease without contingencies is signed. The property is subject to availability. Landlord will honor pricing quoted through June 15, 2022.		**responses to this RFP are subject to the Landlord's review of the Tenant's Standard Lease form and its requirements and responsibilities.** We would like to see the lease form ASAP. Please forward a copy for our review. .	

If the foregoing accurately reflects the basis for the preparation of a Lease with respect to the Premises, please notify your approval by signing a copy of this RFP and returning it to my attention. If you have any questions or comments, please do not hesitate to contact either of us.

Sincerely,

Ryan Sawyer
Principal

LANDLORD RESPONSE

9/7/2022
President of Summit Investments I &
President of Summit Investments V