CONTRACT FOR SALE OF COMMERCIAL REAL ESTATE AT AUCTION

*As the Purchaser (defined below) having the high bid at the auction (the "**Auction**") of the Property (as defined below), as recorded by Williams & Williams Marketing Services, Inc. (the "**Auctioneer**"), Purchaser hereby makes an irrevocable offer under the auction Terms of Sale and terms herein to purchase the Property. The mailing, delivery or negotiation of this Contract by Seller, Purchaser or their respective agents or attorneys shall not be deemed an offer by Seller to enter into any transaction or to enter into any other relationship, whether on the terms contained herein or on any other terms. This Contract shall not be binding upon Seller unless and until Seller and Purchaser have executed and delivered this Contract. Purchaser expressly acknowledges that it has been advised by Auctioneer or Broker through sales literature and again prior to auction registration: that (1) the Purchaser would be bound by this Contract and all Addenda, Exhibits, Property disclosure or disclaimer statements, if any; and all leases, contracts, and/or disclosures and disclaimers attached as an Exhibit to this contract; and (2) TO NOT BID IF PURCHASER HAD NOT READ AND AGREED TO BE BOUND BY THE AUCTION TERMS OF SALE, THIS CONTRACT, AND ITS ADDENDA IN THEIR ENTIRETY.*

ARTICLE 1: GENERAL PROVISIONS

1.1 Contract. Subject to the terms and conditions of this Contract for Sale of Commercial Real Estate at Auction (this "**Contract**"), [__________________________, a ____________________] ("**Seller**") agrees to sell to ______________________________________, a ____ ("**Purchaser**"), and Purchaser agrees to purchase from Seller, that certain building and improvements located at [___________________________], consisting of the following (collectively, the "**Property**"): (i) the real property described on **Exhibit "A"** attached hereto (the "**Land**"); (ii) any buildings and other improvements located on the Land (collectively, the "**Improvements**" and together with the Land, the "**Real Property**"); (iii) all of Seller's right, title and interest in and to fixtures that are used in the operation of the Improvements, including, without limitation, all affixed heating, ventilation and air conditioning equipment, fire sprinklers, and generators (collectively, the "**Fixtures**";) and (iv) to the extent assignable at no cost to Seller, Seller's interest in the plans and specifications and other architectural and engineering drawings for the Improvements; all guaranties and warranties related to the Improvements; and governmental permits, and approvals related to the Improvements (collectively, "**Seller's Plans and Warranties**"); but specifically excluding (x) those items set forth in Section 1.8 of this Contract; and (y) any trademarks, trade names or other intellectual property, including, without limitation, the AT&T name and any variant thereof.

1.2 Purchase Price. The total purchase price to be paid to Seller by Purchaser for the Property shall be the sum of the high bid in the amount of ____ Dollars ($__________________) and the buyer's premium in an amount equal to five percent (5%) of the high bid (collectively, the "**Purchase Price**"). The Purchase Price shall be paid to Seller at Closing (as hereinafter defined), plus or minus prorations and other adjustments hereunder, including all Earnest Money (hereinafter defined), credited against the Purchase Price by federal wire transfer of immediately available funds, which funds must be placed on the wire prior to 11:00 am in the time zone where the Property is located on the Closing Date (hereinafter defined).

1.3 Title Company and Escrow Agent. The Title Company and Escrow Agent for this transaction shall be Capital Title – National Commercial Services Division (4851 Lyndon B. Johnson Freeway, Suite 1100, Dallas, TX 75244, Attn: Eric Dahlberg; Tel: (214) 919-3019; Email edahlberg@capitaltitlencs.com)(the "**Title Company**" and/or "**Escrow Agent**").

1.4 Effective Date. This Contract is executed to be effective as of the date it is last signed by Purchaser and Seller (the "**Effective Date**").

1.5 INTENTIONALLY OMITTED.

1.6 Closing Date. Subject to Section 11.23, the consummation of the transaction contemplated by this Contract (the "Closing") shall take place at 2:00 p.m. in the time zone where the Property is located thirty (30) calendar days after the Effective Date, or such earlier date agreed to by the parties in writing (the "**Closing Date**").

1.7 Deposit of Earnest Money. Upon execution of this Contract, Purchaser shall deposit an amount equal to ten percent (10%) of the Purchase Price by certified check, cashier's check, money order, personal/business check, or wire (such amount together with all interest or other earnings thereon being collectively the "**Earnest Money**") with Escrow Agent, evidencing Purchaser's good faith to perform Purchaser's obligations under this Contract. If Purchaser fails to timely deposit the Earnest Money with the Escrow Agent, this Contract shall, at the option of Seller, terminate and be of no force and effect. The Escrow Agent shall hold and disburse the Earnest Money in accordance with the terms and provisions of this Contract. If the Closing under this Contract occurs, the Escrow Agent shall deliver the Earnest Money into the closing escrow with Title Company, to be applied against the Purchase Price. All interest or other earnings applicable to the Earnest Money, while held by the Escrow Agent, shall be and become a part of the Earnest Money. **ABSENT A DEFAULT BY SELLER THAT CONTINUES BEYOND ANY APPLICABLE NOTICE AND CURE PERIOD OR AS EXPRESSLY PROVIDED IN SECTIONS 5.2, 9.2, 9.3, OR 11.23 OF THIS CONTRACT, THE EARNEST MONEY SHALL BE DEEMED NON-REFUNDABLE, BUT APPLICABLE TO THE PURCHASE PRICE.**

1.8 Trade Fixtures and Equipment. Purchaser acknowledges that Seller is currently conducting its general business and other related operations at the Property. All trade fixtures, equipment, furniture, furnishings, appliances, supplies, records, documents and other items of tangible personal property relating to the operation of Seller's business or any affiliate's business that may be situated upon the Property (including, without limitation, signage, computer hardware, racking, such wiring as Seller may choose to remove, alarms and security equipment, telecommunication and technology equipment and infrastructure and all proprietary equipment and systems) are hereby excluded from the Improvements to be conveyed hereunder and shall remain the property of Seller or the related affiliate, as applicable; provided, however, any tangible personal property located on the Property after Closing shall be considered abandoned and deemed the property of Purchaser, subject to the provisions of Section 2.4 below, except for any tangible personal property utilized by Seller pursuant to easements, leases, or licenses.

ARTICLE 2: INSPECTION

2.1 Property Information. Seller has provided or made available to Purchaser (a) non-privileged written third-party reports on the Property's physical condition (excluding reports obtained in the ordinary course of maintaining the Property) and on any environmental condition of the Property (including any sampling data of any soil, groundwater or other subsurface media) obtained in the two (2) years prior to the Effective Date with respect to the Property that to Seller's knowledge it has in its possession, and (b) zoning reports obtained in the two (2) years prior to the Effective Date with respect to the Property that to Seller's knowledge it has in its possession (the "**Property Information**"). Seller makes no representations or warranties as to the accuracy or completeness of the Property Information. The Property Information and all other information, other than matters of public record, furnished to, or obtained through inspection of the Property by, Purchaser or its affiliates, lenders, legal counsel, employees or agents relating to the Property, will be treated by Purchaser, its affiliates, lenders, legal counsel, employees and agents as confidential, and will not be disclosed to anyone other than on a need-to-know basis to Purchaser's consultants, partners and lenders who agree for the benefit of Seller to maintain the confidentiality of such information, and will be immediately returned to Seller by Purchaser if the Closing does not occur. This obligation shall survive the termination of this Contract. There will be no service contracts or leases assigned with respect to the Property.

2.2 **INSPECTIONS. PURCHASER ACKNOWLEDGES AND AGREES THAT PRIOR TO THE AUCTION, IT HAD SUFFICIENT OPPORTUNITY TO ACCESS THE PROPERTY FOR THE PURPOSE OF CONDUCTING DUE DILIGENCE RELATED INSPECTIONS AND TESTS, INCLUDING SURVEYS AND ARCHITECTURAL, ENGINEERING, GEOTECHNICAL AND ENVIRONMENTAL INSPECTIONS AND TESTS. PURCHASER HEREBY APPROVES THE CONDITION OF THE PROPERTY, SUBJECT TO SECTION 9.2 BELOW.**

2.3 INTENTIONALLY OMITTED.

2.4 Purchaser's Reliance on its Investigations. To the maximum extent permitted by applicable law and except for Seller's express representations and warranties in this Contract and the warranties of title in the deed delivered at the Closing ("**Seller's Warranties**"), this sale is made and will be made without representation, covenant, or warranty of any kind (whether express, implied, or, to the maximum extent permitted by applicable law, statutory) by Seller. **AS A MATERIAL PART OF THE CONSIDERATION FOR THIS CONTRACT, PURCHASER AGREES TO ACCEPT THE PROPERTY ON AN "AS IS" AND "WHERE IS" BASIS, WITH ALL FAULTS AND ANY AND ALL LATENT AND PATENT DEFECTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES, ALL OF WHICH SELLER HEREBY DISCLAIMS, EXCEPT FOR SELLER'S WARRANTIES. EXCEPT FOR SELLER'S WARRANTIES, NO WARRANTY OR REPRESENTATION IS MADE BY SELLER AS TO (A) FITNESS FOR ANY PARTICULAR PURPOSE, (B) MERCHANTABILITY, (C) DESIGN, (D) QUALITY, (E) CONDITION, (F) OPERATION OR INCOME, (G) COMPLIANCE WITH DRAWINGS OR**

SPECIFICATIONS, (H) ABSENCE OF DEFECTS, (I) ABSENCE OF HAZARDOUS OR TOXIC SUBSTANCES, WASTE MATERIALS OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY, (J) ABSENCE OF FAULTS, (K) FLOODING, OR (L) COMPLIANCE WITH LAWS AND REGULATIONS INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO HEALTH, SAFETY, ZONING, AND THE ENVIRONMENT. PURCHASER AGREES THAT PURCHASER HAS ENTERED INTO THIS CONTRACT WITH THE AGREEMENT TO MAKE AND RELY UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC USE, COMPLIANCE, AND LEGAL CONDITION OF THE PROPERTY AND THAT PURCHASER IS NOT NOW RELYING, AND WILL NOT LATER RELY, UPON ANY REPRESENTATIONS AND WARRANTIES MADE BY SELLER OR ANYONE ACTING OR CLAIMING TO ACT, BY, THROUGH OR UNDER OR ON SELLER'S BEHALF CONCERNING THE PROPERTY, EXCEPT FOR SELLER'S WARRANTIES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PURCHASER ACKNOWLEDGES THAT NO REPRESENTATION OR WARRANTY OF THE AUCTIONEER SHALL BE BINDING ON SELLER.

CONSISTENT WITH THE FOREGOING AND SUBJECT SOLELY TO THE SELLER'S WARRANTIES, EFFECTIVE AS OF THE CLOSING DATE, PURCHASER, FOR ITSELF AND ITS AGENTS, AFFILIATES, SUCCESSORS AND ASSIGNS, HEREBY RELEASES, COVENANTS NOT TO SUE, AND FOREVER DISCHARGES SELLER, AT&T INC., AT&T SERVICES, INC. AND AT&T INC.'S AGENTS, AFFILIATES, SUBSIDIARIES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "<u>RELEASEES</u>") FROM ANY AND ALL RIGHTS, LOSSES, LIABILITIES, DAMAGES, COSTS, CLAIMS AND DEMANDS, AT LAW OR IN EQUITY, WHETHER KNOWN OR UNKNOWN OR FORESEEN OR UNFORESEEN AT THE TIME OF THIS CONTRACT, WHICH PURCHASER HAS OR MAY HAVE IN THE FUTURE, ARISING OUT OF THE PHYSICAL, ENVIRONMENTAL (INCLUDING THOSE RELATED TO THE PRESENCE OF HAZARDOUS OR TOXIC SUBSTANCES OR WASTE MATERIALS), ECONOMIC OR LEGAL CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ALL CLAIMS IN TORT OR CONTRACT AND ANY CLAIM FOR INDEMNIFICATION OR CONTRIBUTION ARISING UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (42 U.S.C. SECTION 9601, ET SEQ.) OR ANY SIMILAR FEDERAL, STATE OR LOCAL STATUTE, RULE OR REGULATION. <u>THE PROVISIONS OF THIS SECTION 2.4 INCLUDE A RELEASE OF THE RELEASEES FOR THEIR OWN NEGLIGENCE OR STRICT LIABILITY.</u> PURCHASER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER AND ALL OTHER RELEASEES FROM AND AGAINST ANY AND ALL MATTERS AFFECTING THE PROPERTY, OR ANY PARTICULAR PORTION THEREOF, AS OF THE CLOSING.

The provisions of this <u>Section 2.4</u> shall survive indefinitely any closing or termination of this Contract and shall not be merged into the closing documents.

ARTICLE 3: TITLE REVIEW AND APPROVAL

3.1 Title Review. Without any representation or warranty by Seller and as a courtesy only, Seller has provided or made available to Purchaser a title commitment ("**Title Commitment**") for an ALTA Form B owner's title insurance policy or local equivalent issued by the Title Company, together with copies of all documents of record referred to in the Title Commitment as exceptions to title to the Real Property. Purchaser may , sat Purchaser's option, obtain, at Purchaser's expense, a survey ("**Survey**") of the Real Property Period certified to Purchaser, Seller, Title Company and any other party as Purchaser may direct. Seller retains the right to coordinate and oversee the Survey, subject to Purchaser's survey requirements and at Purchaser's expense. With respect to any title exceptions, Seller shall have no obligation to remove such exceptions, except for such matters, if any, that Seller expressly agrees in writing to cure. The term "**Permitted Exceptions**" means those exceptions shown on the Title Commitment (or otherwise provided in this Contract to be a Permitted Exception), except for such matters as Seller expressly agrees in writing to cure. On or before the Closing, Seller shall satisfy or cause the Title Company to remove as an exception any mortgage or deed of trust granted or assumed by Seller and appearing on the Title Commitment (the "**Mandatory Cure Items**"), and in no event shall the Permitted Exceptions include the Mandatory Cure Items. **ACCORDINGLY, BY ITS EXECUTION OF THIS CONTRACT, PURCHASER SHALL BE DEEMED TO HAVE ACCEPTED THE CONDITION OF TITLE TO THE REAL PROPERTY AS REFLECTED BY THE TITLE COMMITMENT, SUBJECT TO REMOVAL OF THE MANDATORY CURE ITEMS.**

3.2 Title Policy Condition. Purchaser shall not be obligated to close this transaction unless at Closing, upon payment of the premium and any other usual and customary conditions imposed by the Title Company, the Title Company issues (or irrevocably commits to issue) to Purchaser an owner's policy of title insurance, dated as of the date and time of the recording of the Deed, in the amount of the Purchase Price, insuring Purchaser that title to the Real Property is vested of record in Purchaser, subject only to the Permitted Exceptions (the "**Title Policy**").

3.3 Owner's Affidavit. At the Closing, Seller shall execute and deliver to the Title Company a closing statement in customary form, a standard gap indemnity, if required, and any other document or undertaking reasonably required to cure or remove any exceptions to title that Seller is obligated by the terms of this Contract to remove pursuant to Section 3.1.

ARTICLE 4: COVENANTS

4.1 Operation of Property; Ongoing Repairs and Maintenance. From the Effective Date through the Closing, Seller shall operate and manage the Property in substantially the same manner in which it is being operated as of the Effective Date; provided, however, Seller may wind down its operations.

4.2 New Contracts. From the Effective Date through the Closing, Seller will not enter into or amend any contract that will be an obligation affecting the Property subsequent to the Closing.

4.3 Permits and Encumbrances. From the Effective Date through the Closing, without the prior written consent of Purchaser, which shall not be unreasonably withheld or delayed, Seller shall not authorize the encumbrance of the Property or create or modify any exceptions to title to the Property, or initiate or consent to any action with respect to zoning.

ARTICLE 5: CONDITIONS AND REMEDIES

5.1 Conditions. The obligation of Seller, on the one hand, and Purchaser, on the other hand, to consummate the transactions contemplated hereunder shall be subject to the following conditions:

5.1.1 Representations and Warranties. The other party's representations and warranties contained herein shall be true and correct in all material respects as of the respective dates made;

5.1.2 Covenants. As of the Closing Date, the other party shall have performed its material covenants and obligations hereunder (subject to applicable notice and cure);

5.1.3 Proceedings. As of the Closing Date, there shall exist no pending action, suit or proceeding (brought by a party other than Purchaser or Seller) with respect to the other party before or by any court or administrative agency that seeks to restrain or prohibit this Contract or the consummation of the transactions contemplated hereby; and

5.1.4 Other. Any other condition set forth in this Contract to such party's obligation to close shall be satisfied by the applicable date and time.

5.2 Effect of Failure of Condition. So long as a party is not in default hereunder, if any condition benefiting such party has not been satisfied as of the Closing Date or other applicable date, such party may, in its sole discretion and as its sole remedies: (i) terminate this Contract by delivering written notice to the other party on or before the Closing Date or other applicable date, in which event the Earnest Money shall be returned to Purchaser (unless Purchaser is in default hereunder) and the parties shall have no further obligation to each other except as otherwise expressly provided herein, (ii) extend the time available for the satisfaction of such condition by up to a total of ten (10) business days (in which event the Closing Date shall be extended for the same period), or (iii) elect to close, notwithstanding the non satisfaction of such condition, and therefore waive satisfaction of such condition. If such party elects to proceed pursuant to clause (ii) above, and such condition remains unsatisfied after the end of such extension period, then, at such time, such party may proceed pursuant to either clause (i) or (iii) above. Nothing in this Section 5.2 precludes a party from exercising its respective default remedies under Article 10.

ARTICLE 6: CLOSING

6.1 Closing. The Closing shall occur on the Closing Date through the Title Company. Counsel for the respective parties may provide closing instructions to the Title Company. In the event of any conflict between any closing instructions and any provisions of this Contract, as between the parties, the provisions of this Contract shall control. All conditions to Closing must be met and the Purchase Price paid to Seller by wire transfer from the Title Company prior to 2:00 p.m. in the time zone where the Property is located on the Closing Date.

6.2 Seller's Deliveries in Escrow. On the Closing Date, Seller shall deliver in escrow to Escrow Agent the following:

6.2.1 Deed. A special warranty deed (or similar state-specific deed with warranty of title only during the period of Seller's ownership) (the "**Deed**") executed and acknowledged by Seller conveying the Real Property to Purchaser in form reasonably acceptable to the Seller and the Title Company, subject to all encumbrances and restrictions of record affecting title to the Real Property, any matter that a current and accurate survey of such parcel would reveal, the lien for non-delinquent ad valorem taxes and assessments, and any zoning ordinances and regulations and other laws or regulations governing the use or enjoyment of the Real Property.

6.2.2 Evidence of Authority. If required by the Title Company, an affidavit signed on behalf of Seller as of the Closing Date, so as to evidence the authority of the person signing the Deed and other documents to be executed by Seller at Closing.

6.2.3 Foreign Person. An affidavit of Seller certifying that Seller is not a "foreign person" as defined in the federal Foreign Investment in Real Property Tax Act of 1980.

6.2.4 Owner's Affidavit. An executed affidavit or other document reasonably acceptable to the Title Company in issuing the owner's title policy without exception for possible lien claims of mechanics, laborers and materialmen and without general exception for parties in possession.

6.2.5 Recording Forms. Such conveyancing or certificate of value forms or returns, or the like, if any, as are required to be delivered or signed by Seller by applicable state and local law in connection with the conveyance of the Real Property.

6.2.6 Other Documentation. Such other documents as may be reasonable and necessary in the opinion of the Title Company to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Contract.

6.2.7 **[If Applicable]** Communications Easement. One (1) original of the Communications Easement in the form of **Exhibit "B"** attached hereto, as may be reasonably modified by Seller to conform with any state-specific requirements, executed and acknowledged by Seller, as grantee (the "**Communications Easement**"), which shall be recorded in the applicable local property records immediately after the Deed and Memorandum (i.e., with no intervening instruments). The Communications Easement shall be an additional Permitted Exception.

6.3 Purchaser's Deliveries in Escrow. On the Closing Date, Purchaser shall deliver in escrow to Escrow Agent the following:

6.3.1 Purchase Price. The Purchase Price (including the Earnest Money that is applied to the Purchase Price), plus or minus applicable prorations as provided in this Contract, in immediate, same-day U.S. federal funds wired for credit into Escrow Agent's escrow account.

6.3.2 Evidence of Authority. Such consents and authorizations as the Title Company may reasonably deem necessary to evidence authorization of Purchaser for the purchase of the Property, the execution and delivery of any documents required in connection with Closing and the taking of all action to be taken by the Purchaser in connection with Closing.

6.3.3 Other Documentation. Such conveyance and transfer tax forms and other documents as may be reasonable and necessary in the opinion of the Title Company to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Contract.

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6.3.4 **[If Applicable]** Communications Easement. One (1) original of the Communications Easement executed and acknowledged by Purchaser, as grantor, which shall be recorded in the applicable local property records immediately after the Deed and Memorandum (i.e., with no intervening instruments).

6.4 Closing Statements. As of or prior to the Closing Date, Seller and Purchaser shall deliver to the Escrow Agent original or pdf electronic executed closing statements consistent with this Contract in the form required by Escrow Agent.

6.5 Possession. Seller shall deliver possession of the Property to Purchaser at the Closing, subject to the Permitted Exceptions.

6.6 Closing Expenses.

6.6.1 Seller's Closing Expenses. Seller shall pay on the Closing Date one-half of the closing escrow fee, the base premium cost for the Title Policy (excluding any endorsements requested by Purchaser), the sale commission as provided in Section 7.3 below, and the fees and expenses of Seller's counsel.

6.6.2 Purchaser's Closing Expenses. Purchaser shall pay on the Closing Date one-half of the closing escrow fee, all recording costs, survey costs, the premium cost of all requested endorsements to the Title Policy and of any loan title insurance policy for Purchaser's lender(s), including any search or exam fee, extended coverage or other endorsements requested by Purchaser or Purchaser's lender(s), the sale commission as provided in Section 7.3 below, the fees and expenses of Purchaser's counsel, and such technology fee charged by the Auctioneer not to exceed $199.

ARTICLE 7: PRORATIONS AND ADJUSTMENTS

7.1 Prorations. Real estate taxes or assessments, charges under service contracts, and utility charges will be prorated at Closing. In instances where the amount of taxes, assessments, charges under service contracts, or utility charges is not known as of Closing, prorations shall be made upon the basis of the most recently available information for actual taxes and assessments, charges under service contracts, and utility charges; if after Closing such proration is determined to be incorrect based upon actual statements for the current year, the parties shall promptly make the proper adjustment (but in no event later than 45 days after invoice). This obligation shall survive Closing.

7.1 Transfer Taxes. All state, county and municipal transfer or deed taxes, or the like, applicable to the transfer of the Property shall be paid by such party per local custom for the county in which such Property is located, as determined by the Title Company. Absent any local custom, then all such taxes or similar charges shall be paid by Purchaser. Purchaser shall pay any mortgage tax imposed on the mortgage, deed of trust or similar security instrument filed of record in connection with Purchaser' acquisition financing, if any.

7.2 Sales Commissions. Seller and Purchaser represent and warrant each to the other that they have not dealt with any real estate broker, sales person or finder in connection with this transaction, other than Jones Lang LaSalle Incorporated ("**Broker**"), whose commission shall be paid by Seller pursuant to separate agreement between Seller and Broker, and the Auctioneer, whose commission shall be paid by Broker pursuant to a separate agreement between Broker and Auctioneer. Other than the Broker and Auctioneer, as stated herein, in the event of any claim for broker's or finder's fees or commissions in connection with the negotiation, execution or consummation of this Contract or the transactions contemplated hereby, each party shall defend, indemnify and hold harmless the other party from and against any such claim based upon any alleged statement, representation or agreement of such party. This obligation shall survive the Closing or termination of this Contract.

7.3 Survival. The obligations of the parties under this Article 7 shall survive the Closing or any prior termination of this Contract.

ARTICLE 8: REPRESENTATIONS AND WARRANTIES

8.1 Seller's Representations and Warranties. Seller represents and warrants to Purchaser that:

8.1.1 Organization and Authority. Seller has been duly organized, is validly existing, and is in good standing in the state in which it was formed. Seller has the full right and authority and has obtained any and all consents required to enter into this Contract and to consummate or cause to be consummated the transactions contemplated hereby. This Contract has been, and all of the documents to be delivered by Seller at the Closing will be, authorized and executed and constitute, or will constitute, as appropriate, the valid and binding obligation of Seller, enforceable in accordance with their terms.

8.1.2 Conflicts and Pending Actions. There is no agreement to which Seller is a party or, to Seller's knowledge, that is binding on Seller which is in conflict with this Contract. To Seller's knowledge, there is no action or proceeding pending or threatened against Seller or relating to the Property, which challenges or impairs Seller's ability to execute or perform its obligations under this Contract.

8.1.3 Knowledge. As used in this Contract, the term "to Seller's knowledge", "actual knowledge," "Seller is aware" or "best of Seller's knowledge" or words of similar import shall mean the current, actual knowledge of Ryan Indar ("**Director**"), who is an Associate Director of Real Estate Global Work Place Services, or his/her successor, and not that of any other persons, as presently recollected by Director without any review of files or duty to investigate or other investigation or inquiry of any kind, and shall not mean that Director is charged with knowledge of the acts, omissions and/or knowledge of Seller's agents or employees or any other party. Director has no personal liability under this Contract, and Purchaser agrees not to look to Director's personal assets for any reason.

8.2 Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller that:

8.2.1 Organization and Authority. If Purchaser is an entity, Purchaser has been duly organized and is validly existing, and is, or as of Closing will be, in good standing in the state in which it was formed. Purchaser has the full right and authority and has obtained any and all consents required to enter into this Contract and at Closing will have the full rights and authority and will have obtained any and all consents required to consummate or cause to be consummated the transactions contemplated hereby. This Contract has been, and all of the documents to be delivered by Purchaser at the Closing will be, authorized and properly executed and constitute, or will constitute, as appropriate, the valid and binding obligation of Purchaser, enforceable in accordance with their terms.

8.2.2 Conflicts and Pending Action. There is no contract to which Purchaser is a party or, to Purchaser's knowledge, binding on Purchaser which is in conflict with this Contract. To Purchaser's knowledge, there is no action or proceeding pending against Purchaser which challenges or impairs Purchaser's ability to execute or perform its obligations under this Contract.

8.2.3 ERISA. Purchaser is not and is not acting on behalf of an "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, a "plan" within the meaning of Section 4975 of the Internal Revenue Code of 1986, as amended or an entity deemed to hold "plan assets" within the meaning of 29 C.F.R. §2510.3101 of any such employee benefit plan or plans.

8.2.4 OFAC. Purchaser is not acting, directly or indirectly for, or on behalf of, any person, group, entity or nation named by any Executive Order of the President of the United States of America (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department, as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, or nation pursuant to any law that is enforced or administered by the United States Office of Foreign Assets Control, and is not engaging in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation.

8.3 Survival of Representations and Warranties. The representations and warranties of Purchaser set forth in this Article 8 are made as of the Effective Date and shall survive the Closing. The representations and warranties of Seller set forth in this Article 8 are made as of the Effective Date and shall survive the Closing for the Limitation Period set forth in Section 10.3 below. Purchaser shall have the right to bring an action against Seller because of the breach of a representation or warranty hereunder, only if Purchaser has given Seller written notice of the circumstances giving rise to the alleged breach within such Limitation Period as more particularly set forth in Section 10.3 below.

ARTICLE 9: DAMAGES AND CONDEMNATION

9.1 Risk of Loss. The Closing shall be effective as of 12:01 a.m. in the time zone where the Property is located on the Closing Date. Notwithstanding the foregoing, the risk of loss of all or any portion of the Property shall be borne by Seller up to and including the actual time of the Closing and wire transfer of the Purchase Price to Seller, and thereafter by Purchaser, subject, however, to the terms and conditions of Sections 9.2 and 9.3 below.

9.2 Damage. Seller shall promptly give Purchaser written notice of any damage to the Real Property occurring after the Effective Date of which Seller is aware, describing such damage, and the Seller's estimate of time to repair such damage. If such damage is not material, as defined below, then this Contract shall remain in full force and effect and at Closing Purchaser shall receive an assignment of the insurance proceeds relating to such damage (not to exceed the Purchase Price) and a credit for any deductible applicable to such insurance coverage and repair of such damage. If such damage is material, Purchaser or Seller may elect by notice to the other given within 10 days after such party is notified of such damage to terminate this Contract (and the Closing shall be extended, if necessary, to give such party such 10-day period to respond to such notice), in which event the Earnest Money shall be immediately returned to Purchaser and thereafter the parties shall have no further obligations to each other hereunder except as otherwise expressly provided hereunder. If neither party so terminates, they shall proceed to closing as in the case of damage that is not material, taking into account that Closing shall be extended, if necessary, to give such party such 10-day period referenced above. Damage as to any one or multiple occurrences is "material" if in the reasonably exercised judgment of Seller it will take more than six (6) months after Closing to repair.

9.3 Condemnation. Seller shall promptly give Purchaser written notice (the "**Notice of Taking**") of any eminent domain proceedings that are instituted with respect to a material portion of the Real Property of which Seller has knowledge. By notice to Seller given within 10 days after Purchaser receives the Notice of Taking (and if necessary the Closing Date shall be extended to give Purchaser the full 10-day period to make such election), Purchaser may terminate this Contract (and receive a refund of the Earnest Money), in which event the parties shall have no further obligations to each other hereunder except as otherwise expressly provided hereunder, or proceed under this Contract, in which event at the Closing, Seller shall turn over to Purchaser any award it has received with respect to such taking and shall assign to Purchaser its right to any award. If no such election is made, or if the portion of the Real Property subject to any such taking is not material, this Contract shall remain in full force and effect and the purchase contemplated herein, less any interest taken by eminent domain or condemnation, shall be effected with no further adjustment, and upon the Closing of this purchase, Seller shall assign to Purchaser its right to any award that has been or that may thereafter be made for such taking. During the pendency of this Contract, Seller and Purchaser shall jointly negotiate and deal with the condemning authority in respect of such matter. For purposes hereof, a "material" taking shall mean a taking either of the entire Real Property or a portion thereof if, in Purchaser's commercially reasonable opinion, the remaining Real Property cannot be restored to an economically viable building without either substantial alteration of the Real Property or relief from governmental regulations.

ARTICLE 10: DEFAULT AND DAMAGES

10.1 Default by Purchaser.

10.1.1 If Purchaser shall default in its obligation to purchase the Property pursuant to this Contract, then Purchaser agrees that Seller shall have the right to terminate this Contract by written notice to Purchaser and to have the Escrow Agent immediately deliver all Earnest Money then held by it, if any, to Seller, as liquidated damages (and not as a penalty) to recompense Seller for time spent, labor and services performed, and the loss of its bargain. Purchaser expressly consents to the foregoing. Purchaser and Seller agree that it would be impracticable or extremely difficult to affix damages if Purchaser so defaults and that the Earnest Money represents a reasonable estimate of Seller's damages. Seller agrees to accept the Earnest Money as Seller's total damages and relief for Purchaser's default in its obligation to purchase the Property hereunder. In the event of such a termination, the parties shall have no further obligations hereunder except as otherwise provided herein. Notwithstanding anything to the contrary, Purchaser shall be entitled to a written notice of default and a two (2) business day cure period before Seller may terminate this Contract under this Section 10.1.1.

10.1.2 In the event Purchaser, following Closing, breaches any covenant contained herein that, by the express terms hereof, survives Closing, Seller's sole and exclusive remedies shall be to (a) institute an action for specific performance or (b) institute a suit for actual damages only. **IN NO EVENT SHALL PURCHASER AND ITS RESPECTIVE AGENTS, AFFILIATES, SUBSIDIARIES, SUCCESSORS AND ASSIGNS BE LIABLE TO SELLER FOR ANY PUNITIVE, SPECULATIVE, CONSEQUENTIAL OR OTHER DAMAGES (BEYOND ACTUAL DAMAGES) FOR A DEFAULT UNDER THIS SECTION 10.1.2, ALL OF WHICH ARE HEREBY WAIVED BY SELLER.**

10.2 Default by Seller.

10.2.1 If Seller defaults in its obligation to sell and convey the Property to Purchaser pursuant to this Contract or otherwise fails to perform any material covenant hereunder that is to be performed prior to or at Closing, Purchaser's sole and exclusive remedy shall be to terminate this Contract and receive a refund of the Earnest Money, in which event the parties shall have no further obligations to each other hereunder except as otherwise expressly provided in this Contract, and Seller shall in such event reimburse Purchaser for all reasonable and customary third party expenses incurred in performing due diligence on the Property (not to exceed Fifteen Thousand Dollars ($15,000.00)). **EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS SECTION 10.2.1, IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER FOR ANY ACTUAL, PUNITIVE, SPECULATIVE, CONSEQUENTIAL OR OTHER DAMAGES FOR A DEFAULT UNDER THIS SECTION 10.2.1, ALL OF WHICH ARE HEREBY WAIVED BY PURCHASER**. Purchaser hereby waives any other rights or remedies in respect of any such default against Seller. This Contract confers no present right, title or interest in the Property to Purchaser and Purchaser agrees not to file a lis pendens or other similar notice against the Property. Notwithstanding anything to the contrary, Seller shall be entitled to a written notice of default and a two (2) business day cure period before Purchaser may enforce any remedy under this Section 10.2.1.

10.2.2 In the event of a material misrepresentation by Seller under Section 8.1, Purchaser's sole and exclusive remedy, and subject to the provisions of Section 10.3.1, shall be to sue Seller for actual damages only or to terminate this Contract and receive a refund of the Earnest Money, in which event the Parties shall have no further obligations to each other hereunder except as otherwise expressly provided in this Contract. **IN NO EVENT SHALL SELLER BE LIABLE FOR PUNITIVE, SPECULATIVE, OR CONSEQUENTIAL DAMAGES, FOR A DEFAULT UNDER THIS SECTION 10.2.2, ALL OF WHICH ARE HEREBY WAIVED BY PURCHASER.**

10.2.3 In the event Seller, following Closing, breaches any covenant contained herein (including any instrument of closing) that, by the express terms hereof, is performed after and survives Closing, Purchaser's sole and exclusive remedies shall (subject to the provisions of Section 10.3.1 below) be to (a) institute an action for specific performance or (b) institute a suit for actual damages only (subject to the provisions of Section 10.3.1 below). **IN NO EVENT SHALL SELLER BE LIABLE FOR PUNITIVE, SPECULATIVE, OR CONSEQUENTIAL DAMAGES, FOR A DEFAULT UNDER THIS SECTION 10.2.3, ALL OF WHICH ARE HEREBY WAIVED BY PURCHASER.**

10.3 Limitations.

10.3.1 Limitation Period. Seller's covenants, indemnities, warranties and representations contained in this Contract including any instrument of closing executed by Seller pursuant to this Contract (excluding claims under the Communications Easement, which claims shall be governed by the aforesaid respective documents) shall survive Purchaser's purchase of the Property only for a period commencing on the Closing Date and ending six (6) months after the Closing Date (the "**Limitation Period**"). To the extent Purchaser is entitled under the terms of Section 10.2 above to seek damages due to the breach by Seller thereof or otherwise under this Contract, Seller's liability for breach of any such covenant, indemnity, representation or warranty shall be limited to claims in excess of an aggregate Fifteen Thousand Dollars ($15,000.00) and Seller shall be liable only to the extent that such aggregate exceeds such figure. Seller's aggregate liability for claims arising out of such covenants, indemnities, representations and warranties shall not exceed two percent (2%) of the Purchase Price (the "**Damage Limit**"). Purchaser shall provide written notice to Seller prior to the expiration of the Limitation Period of any alleged breach of such covenants, indemnities, warranties or representations and shall allow Seller thirty (30) days within which to cure such breach, or, if such breach cannot reasonably be cured within thirty (30) days, an additional reasonable time period, so long as such cure has been commenced within such thirty (30) days and is being diligently pursued. If Seller fails to cure such breach after written notice and within such cure period, Purchaser's sole remedy for damages shall be an action at law for actual damages as a consequence thereof, and any permitted remedies hereunder must be commenced, if at all, within the Limitation Period; provided, however, that if within the Limitation Period Purchaser gives Seller written notice of such a breach and Seller notifies Purchaser of Seller's commencement of a cure, commences to cure and thereafter terminates such cure effort, Purchaser shall have an additional thirty (30) days from the date of such termination within which to commence an action at law for actual damages up to the Damage Limit or seek any remedy permitted hereunder as a consequence of Seller's failure to cure. The Limitation Period referred to herein shall apply to known, as well as unknown, breaches of such covenants, indemnities, warranties or representations. For purposes of this Contract, any action shall be commenced only if a lawsuit therefore is filed with a court as provided in this Contract. Purchaser specifically acknowledges that such termination of liability represents a material element of the consideration to Seller. The limitation as to Seller's liability in this Section 10.3.1 does not apply to Seller's liability with respect to prorations and adjustments under Article 7.

10.3.2 Disclosure. Notwithstanding any contrary provision of this Contract, if Seller becomes aware during the pendency of this Contract prior to Closing of any matters that make any of Seller's representations or warranties untrue in any material respect, Seller shall promptly disclose such matters to Purchaser in writing. In the event that Seller so discloses any matters that make any of Seller's representations and warranties untrue in any material respect, or in the event that Purchaser otherwise becomes aware during the pendency of this Contract prior to Closing of any matters that make any of Seller's representations or warranties untrue in any material respect, and Purchaser nevertheless elects to close, Seller shall bear no liability for such matters

10.3.3 Purchaser's Knowledge. Notwithstanding anything contained in this Contract to the contrary, Seller shall have no liability for breaches of any representations, warranties or certifications (individually, a "**Representation**" and collectively, the "**Representations**") that are made by Seller herein or in any of the documents or instruments executed by Seller and required to be delivered by Seller hereunder if Purchaser, its officers, employees, shareholders, members, partners, or agents had knowledge of such breach by Seller and Purchaser nevertheless elects to proceed to close the transaction contemplated by this Contract. Accordingly, Purchaser shall not otherwise have the right to bring any lawsuit or other legal action against Seller, nor pursue any other remedies against Seller, as a result of the breach of such Representation caused thereby.

ARTICLE 11: MISCELLANEOUS

11.1 Parties Bound; Assignment. Neither party may assign this Contract without the prior written consent of the other, and any such prohibited assignment shall be void; provided, however, that Purchaser may assign this Contract as of Closing without Seller's consent to an Affiliate or to effect an Exchange under Section 11.2, provided that any such assignee is compliant with Article 8 as if it were to make such representations. As a condition to any such assignment, the Purchaser shall give to the Seller not less than ten (10) days advance written notice of such assignment. For the purposes of this paragraph, the term "**Affiliate**" means (a) an entity that directly or indirectly controls, is controlled by or is under common control with the Purchaser or (b) an entity at least a majority of whose economic interest is owned by Purchaser; and the term "control" means the power to direct the management of such entity through voting rights, ownership or contractual obligations. No such assignment, however, shall release the assignor from the obligations of Purchaser under this Contract. Subject to the foregoing, this Contract shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

11.2 Section 1031 Exchange. Purchaser or Seller may consummate the purchase or sale of the Property as part of a like kind exchange (the "**Exchange**") pursuant to §1031 of the Internal Revenue Code of 1986, as amended (the "**Code**"), provided that: (i) the Closing shall not be delayed or affected by reason of the Exchange nor shall the consummation or accomplishment of the Exchange be a condition precedent or condition subsequent to either party's obligations under this Contract; (ii) the Exchange is effected through an assignment of this Contract, or its rights under this Contract, to a qualified intermediary; and (iii) neither party shall be required to take an assignment of the purchase agreement for the relinquished property or be required to acquire or hold title to any real property for purposes of consummating the Exchange. Neither Seller nor Purchaser by this agreement or acquiescence to the Exchange shall (1) have its rights under this Contract affected or diminished in any manner, (2) be responsible for compliance with or be deemed to have warranted to the other party that the Exchange in fact complies with §1031 of the Code, or (3) be required to pay any additional costs attributable to the Exchange.

11.3 Headings. The article, section, subsection and other headings of this Contract are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

11.4 Invalidity and Waiver. If any portion of this Contract is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Contract shall be deemed valid and operative, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Contract shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

11.5 Governing Law. This Contract is delivered in, relates to real and personal property located in, and shall be governed by and construed according to the substantive laws and judicial decisions of the State in which the Property is located (regardless of the place of business, residence, location or domicile of the parties hereto or any of their constituent members, partners or principals). Each party hereby submits to personal jurisdiction in the State in which the Property is located for the enforcement of this Contract and hereby waives any claim or right under the laws of any other state or of the United States to object to such jurisdiction. If such litigation is commenced, each party agrees that service of process may be made by serving a copy of the summons and complaint upon each party, through any lawful means, including upon any registered agent within the State in which the Property is located, whom each party hereby appoints as its agent for this purpose. The means of obtaining personal jurisdiction and perfecting service of process set forth above are not intended to be exclusive but are in addition to all other means of obtaining personal jurisdiction and perfecting service of process now or hereafter provided by applicable law. The provisions of this Section 11.5 shall survive the Closing or termination hereof.

11.6 Survival. Except as expressly set forth in this Contract, no representations, warranties, covenants, agreements, undertakings, and other obligations of Seller set forth herein shall survive the closing of the transactions contemplated hereby or the execution and delivery of the documents contemplated hereunder, and such shall be merged therein, and no action based thereon shall be commenced after the Closing of this transaction.

11.7 No Third-Party Beneficiary except AT&T. The provisions of this Contract and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller (including AT&T Inc., AT&T Services, Inc., and their respective agents, affiliates, subsidiaries, successors and assigns) and Purchaser only and are not for the benefit of any other third party, and accordingly, no other third party shall have the right to enforce the provisions of this Contract or of the documents to be executed and delivered at Closing. **NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL AT&T, INC., AT&T SERVICES, INC. OR THEIR RESPECTIVE AGENTS, AFFILIATES, SUBSIDIARIES, SUCCESSORS OR ASSIGNS (OTHER THAN SELLER) HAVE ANY LIABILITY UNDER THIS CONTRACT.** The provisions of this Section 11.7 shall survive the Closing or termination of this Contract.

11.8 Time. Time is of the essence in the performance of this Contract.

11.9 Confidentiality. Purchaser shall make no public announcement or disclosure of the sale or lease of the Property or of any other information related to this Contract or the transactions contemplated hereby to outside brokers or third parties, before the Closing, without the specific prior written consent of Seller. For the avoidance of doubt, public disclosures shall not include such disclosures to Purchaser's lenders, counsel, creditors, officers, employees and agents as may be necessary to permit Purchaser to perform Purchaser's obligations hereunder and who agree not to make public disclosures. The obligations hereunder shall survive the termination of this Contract.

11.10 Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth below. Any such notices shall be either (i) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, or (iii) sent by personal delivery, in which case notice shall be deemed delivered upon receipt or refusal of delivery. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. The attorney for a party has the authority to send notices on behalf of such party.

If to Purchaser:	If to Seller:
Notice shall be provided at the address listed under Purchaser's name on the signature page to this Contract.	AT&T Services, Inc. CRE Lease Administration One AT&T Way Room 1B201 Bedminster, NJ 07921 with a copy to: AT&T Services, Inc. AVP Senior Legal Counsel – Real Estate 208 S. Akard Street, Room Dallas, TX 75202

11.11 Construction. The parties acknowledge that the parties and their counsel have reviewed this Contract and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any exhibits or amendments hereto.

11.12 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

11.13 Execution in Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Contract. To facilitate execution of this Contract, the parties may execute and exchange by pdf e-mail counterparts of the signature pages, all of which shall be the same as an original. Electronic signatures (i.e. any electronic symbol or process attached to, or logically associated with this Contract and executed or adopted by a person with the intent to sign such record) shall have the same legal and evidentiary validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law, including the federal Electronic Signatures in Global and National Commerce Act, any state law based on the Uniform Electronic Transactions Act, or any other similar laws, and any amendments, restatements, or successors to such acts or laws, and the parties hereby waive any objection to the contrary.

11.14 Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed, executed or delivered by either party at Closing, each party agrees to perform, execute and deliver, but without any obligation to incur any additional liability or expense, on or after the Closing any further deliveries and assurances as may be reasonably necessary to consummate the transactions contemplated hereby or to further perfect the conveyance, transfer and assignment of the Property to Purchaser. The obligations hereunder shall survive the Closing of this Contract.

11.15 Attorneys' Fees. In the event either party hereto employs an attorney in connection with claims by one party against the other arising from the operation of this Contract, the non-prevailing party shall pay the prevailing party all reasonable fees and expenses, including attorneys' fees, incurred in connection with such transaction (subject to the provisions of Section 10.3.1 above). The obligations hereunder shall survive the termination or closing of this Contract.

11.16 Entirety and Amendments. This Contract, together with any confidentiality or non-disclosure agreement between Purchaser and Seller, embodies the entire contract between the parties and supersedes all prior contracts and understandings, oral or written, relating to the Property. This Contract may be amended or supplemented only by an instrument in writing executed by both Seller and Purchaser.

11.17 Exhibits. The following exhibits are attached to this Contract and are incorporated into this Contract and made a part hereof:

(a) Exhibit A – Legal Description of the Land

(b) Exhibit B- Communications Easement

11.18 Recording. Neither this Contract nor any memorandum or notice of this Contract may be recorded by any party hereto, and any such recording shall be an event of default under this Contract.

11.19 Escrow. Escrow Agent is authorized to deposit the Earnest Money promptly upon receipt thereof, to hold the same in escrow and, subject to clearance thereof, to disburse the same in accordance with terms and conditions of this Contract. In the event of doubt as to Escrow Agent's duties or liabilities under the provisions of this Contract, the Escrow Agent may in its reasonable discretion, continue to hold the same subject to this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or Escrow Agent may deposit same with the court having jurisdiction of the dispute, and upon notifying all parties concerned of such action, all liability on the part of the Escrow Agent shall terminate, except to the extent of accounting for any items theretofore delivered out of escrow. In the event of any suit between Purchaser and Seller wherein the Escrow Agent is made a party thereto, the Escrow Agent shall be entitled to recover reasonable attorney's fees and costs incurred, said fees and costs to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for misdelivery to Purchaser or Seller of items subject to this escrow, unless such misdelivery shall be due to willful breach of this

Contract or gross negligence on the part of Escrow Agent. Each party agrees to give the Escrow Agent written instructions consistent with this Contract within five (5) days of a written request from the other party or the Escrow Agent regarding disposition of the Earnest Money. This obligation shall survive the termination of this Contract.

11.20 Waiver of Jury Trial. PURCHASER AND SELLER EACH HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS CONTRACT OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH, WHETHER IN CONTRACT OR IN TORT. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY PURCHASER AND SELLER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. SELLER OR PURCHASER, AS APPLICABLE, IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY PURCHASER OR SELLER.

11.21 Venue. Purchaser and Seller agree that should any suit, action or proceeding arising out of this Contract be instituted by any party hereto, such suit, action or proceeding shall be instituted only in a state or federal court in the county in which the Property is located or, if no such court is located in that county, then in the state or federal court that is closest to the Property (the "**Approved Jurisdiction**"). Purchaser and Seller each consent to the *in personam* jurisdiction of any state or federal court in the Approved Jurisdiction, and waives any objection to the venue of any such suit, action or proceeding.

11.22 Acceptance. Seller shall have until 5:00 p.m. in the time zone where the Property is located on the date that is seven (7) business days after Purchaser has provided the partially executed version of this Contract to Seller, to fully execute this Contract and return it to Purchaser or the Title Company; otherwise the offer set forth in this Contract shall be automatically revoked. Prior to the expiration of such seven (7) business date period, Purchaser's offer to purchase the Property is irrevocable.

[SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

SIGNATURE PAGE TO
REAL ESTATE SALE CONTRACT

IN WITNESS WHEREOF, the parties hereto have executed this Real Estate Sale Contract as of the Effective Date.

SELLER:
[________________________________],
a [___________________]

By:____
Name:______________________________________
Title:_______________________________________
Date:_______________________________________

PURCHASER:

____,
a ____

By:____
Name:______________________________________
Title:_______________________________________
Date:_______________________________________

Address:

____
____
____

With a copy to:

____
____
____

Escrow Agent Acknowledgement

The undersigned Title Company hereby joins in the execution of this Contract for the sole purpose of agreeing to hold and dispose of the Earnest Money in accordance with the provisions of this Contract and further agreeing to the provisions in Section 11.19 thereof.

CAPITAL TITLE – NATIONAL COMMERCIAL SERVICES DIVISION

By: ___________________________
Name: ___________________________
Title: ___________________________

Date: __________________________

EXHIBIT A TO REAL ESTATE SALE CONTRACT

LEGAL DESCRIPTION

See attached.

EXHIBIT B TO REAL ESTATE SALE CONTRACT

SHORT TERM LEASE

SHORT TERM LEASE

This **SHORT TERM LEASE** (this "**Lease**") is entered into as of the ___ day of ______________________, 2020, by and between ________________________, a ______________________ ("**Landlord**") ________________________, a ______________________ ("**Tenant**"). Reference is made to that certain Contract for Sale of Commercial Real Estate at Auction pursuant to which Landlord, as purchaser, purchased the Premises from Tenant, as seller (the "**Contract**").

1. **Lease Grant and Term**. Subject to the terms of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the real property as described in the legal description attached hereto as Exhibit A (together with any improvements and fixtures thereon) located at _____________, _____________, ______________ (the "**Premises**" or the "**Property**"). The term of this Lease (the "**Term**") shall commence on the date first set forth above (the "**Commencement Date**"), and shall continue until 5:00 p.m. (in the time zone where the Property is located) on _____________________ ("**Termination Date**").

   Tenant may also extend the Term for up to _______(___) occasions of __________ (____) months each by delivering in writing an extension notice to Landlord not later than sixty (60) days prior to the then scheduled expiration date of the Term, in which event this Lease shall be so extended as shall the Termination Date.

2. **Permitted Use; Operation**. Tenant may use the Premises solely for a work center, including general office, warehouse, classrooms and training, inventory storage, vehicle maintenance and storage, and incidental purposes thereto. Tenant will ensure that Tenant's use of the Premises complies with all laws, ordinances, rules and regulations of governmental authorities now or hereafter in effect.

3. **Rent Payments**. During the Term, Tenant agrees to pay to Landlord a monthly sum equal to ___________________(the "**Fixed Rental**"). Monthly Fixed Rental shall increase on each anniversary of the Commencement Date by two and one-half percent (2.5%) of the amount due for the previous full calendar month. All Fixed Rental payments shall be due and payable, in advance, on or before the first day of each calendar month during the Term. Fixed Rental for any fractional month during the Term shall be prorated based on the current Fixed Rental for each day of the partial month this Lease is in effect. For the avoidance of doubt, Tenant has no monetary obligations to Landlord under this Lease unless expressly provided otherwise in this Lease. Landlord hereby acknowledges receipt of Fixed Rental payments for the first two (2) calendar months of the Term. Tenant may (i) send Fixed Rental payments to the following address ______________________________[*Note: To be completed by Tenant based on information provided from Landlord at least 5 days before the Closing Date under the Contract, for a location that must be in the United States*], or (ii) elect to wire Fixed Rental payments (or pay via Automated Clearing House), in which case Landlord shall

provide wiring instructions to Tenant [*Note: wiring instructions must be for a bank that is located in the United States*].

4. **Late Fees; Interest**. In the event that a Fixed Rental payment is not received by Landlord within five (5) days of the date it is due, Tenant may be assessed a late fee by Landlord of 1% of the amount due; provided, however, no such late fee shall be owed unless such late payment continues for a period of five (5) days after written notice to Tenant (but Tenant shall only be entitled to one such notice in any calendar year, and thereafter during such calendar year any such payment not paid within five (5) days of its due date shall trigger such late payment without the requirement of additional notice).

5. **Security Deposit**. There is no security deposit for this Lease.

6. **Maintenance, Repair, and Replacement**. Excluding damage by casualty or condemnation, which are governed elsewhere in this Lease, Tenant shall maintain and repair in their current condition, reasonable wear and tear excepted, the Premises (including the roof, foundation, exterior walls and other structural elements) and equipment and systems within the Premises (including generators, lighting, electrical, plumbing, hydraulics, mechanical, heating, ventilating and air conditioning), which maintenance and repair shall be in Tenant's sole discretion, and may include replacement of such equipment, systems, or structural elements of the Property if replacement is required in Tenant's sole discretion. Notwithstanding anything to the contrary, at the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord in the then-existing condition of the Premises. Landlord may make any repairs to the Premises upon thirty (30) days advance written notice to Tenant, so long as such repairs have no adverse effect on Tenant's use or enjoyment of the Premises.

7. **Alterations**. Tenant shall not make any material alterations, additions or improvements to the Premises without the prior written consent of Landlord, which may be withheld in Landlord's reasonable discretion; provided, however, Landlord's consent shall not be required for any cosmetic alterations that do not materially affect the structural elements of the Premises. All alterations provided for under this paragraph may remain on the Premises at the expiration of the Term.

8. **Signs**.
    a. Tenant shall not affix any signs or other advertising materials to the Premises without the prior written consent of the Landlord, which may be withheld in Landlord's reasonable discretion. Existing signage is hereby approved.

    b. Landlord shall not affix any signs or other advertising materials to the Premises.

9. **Utilities, Telephone, and Generator.** Landlord shall cause to be provided all utilities currently serving the Premises. Tenant shall pay directly to the utility provider when due for the consumption of all utilities used in the Premises during the Term. Tenant shall at all times have the right to access and utilize any generators that service the Premises.

10. **Insurance**.

a. Tenant shall procure and maintain throughout the Term, at its sole cost and expense, a policy of commercial general liability insurance on ISO form CG 00 01 or its equivalent, including, without limitation, coverage for premises and operations, products and completed operations, contractual liability, and personal injury, insuring Tenant against all claims, demands or actions caused, in whole or in part, by the acts or omissions of Tenant within the Premises. The limits of such policy or policies shall be in an amount equal to $2,000,000 per occurrence and in the aggregate. Unless Tenant elects to self-insure, all such policies shall be written by insurance companies eligible to do business in the state of the Premises. Landlord shall be included as an additional insured under the general liability policy. At Landlord's election, Tenant shall also include Landlord's mortgagee as an additional insured under the commercial general liability policies of insurance, as its interest may appear. Unless Tenant elects to self-insure, certificates of insurance shall promptly be delivered to Landlord upon Landlord's written request. Notwithstanding anything to the contrary, Tenant may self-insure any of the aforesaid risks (instead of acquiring third-party insurance) pursuant to its national risk retention plan.

b. Tenant shall also procure and maintain throughout the Term, at its sole cost and expense, ISO ("Special Form") property insurance covering (i) 100% replacement cost of Tenant's personal property located in the Premises, and (ii) 100% replacement cost of the improvements on the Premises (not to exceed the Purchase Price, as defined in the Contract), against physical loss or damage by fire, lightning and other risks and supplementary perils from time to time included under Special Form policies, including without limitation, vandalism and malicious mischief (with agreed amount endorsements), covering all buildings and other facilities and improvements constructed as part of the Property and all finish and leasehold improvements and fixtures. Unless Tenant elects to self-insure, all such policies shall be written by insurance companies eligible to do business in the state of the Premises. Landlord shall be included as an additional insured and loss payee under the property insurance policy. At Landlord's election, Tenant shall also include Landlord's mortgagee as an additional insured and an alternative loss payee under the property insurance policies of insurance, as its interest may appear. Unless Tenant elects to self-insure, certificates of insurance shall promptly be delivered to Landlord upon Landlord's written request. Notwithstanding anything to the contrary, Tenant may self-insure any of the aforesaid risks (instead of acquiring third-party insurance) pursuant to its national risk retention plan.

For the avoidance of doubt, if Tenant self-insures pursuant to this Section 10, Tenant need not provide any certificates of insurance or make any special additions regarding additional insureds or loss payee, but Landlord shall otherwise be in substantially the same position as if Tenant were to obtain insurance from a third party insurer.

11. **<u>Taxes</u>**. During the Term, Tenant shall pay prior to delinquency all real property taxes and assessments assessed against the Premises; provided, however, (i) Tenant shall have the right to contest such taxes and assessments as long as in no event shall Tenant permit the commencement of foreclosure proceedings against the Premises, (ii) Landlord shall pay any increases in taxes or assessments attributable to change of ownership (e.g. sale) of all or any part of the Premises, and (iii) Tenant may pay any assessments over the longest period of time allowed by applicable law prior to delinquency. Real property taxes and assessments with respect to the Premises for a billing period during which Tenant's obligations pursuant to this Lease expire or terminate as to the Premises shall be adjusted and prorated on a daily basis between Landlord and Tenant, whether or not such tax or assessment is imposed before or after such expiration or termination of this Lease. Within thirty (30) days after the expiration of the Term, Landlord shall reimburse Tenant for all real property taxes and assessments paid by Tenant for the remainder of that calendar year (it being agreed that Tenant may pay all taxes for such year, subject to the aforesaid reimbursement). This obligation shall survive the expiration of this Lease. During the Term, within ten (10) days after receipt, Landlord shall deliver to Tenant copies of any tax or assessment statements that it receives with respect to the Premises, and if Landlord fails to provide any such statement, then Landlord shall be responsible for any fees, penalties, or similar charges with respect to the associated taxes or assessments.

12. **<u>WAIVER OF SUBROGATION. RELEASE FROM OWN NEGLIGENCE (BUT NOT GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT)</u>**: ANYTHING TO THE CONTRARY IN THIS LEASE NOTWITHSTANDING, NEITHER PARTY, NOR ITS OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS OR INVITEES (EACH, A "***<u>RELEASED PARTY</u>***") SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY INSURANCE COMPANY (BY WAY OF SUBROGATION OR OTHERWISE) INSURING THE OTHER PARTY FOR ANY LOSS OR DAMAGE TO ANY BUILDING STRUCTURE OR OTHER TANGIBLE PROPERTY (INCLUDING, WITHOUT LIMITATION, EQUIPMENT) ON OR FORMING PART OF THE PROPERTY, OR LOSS OF BUSINESS OR RENTAL INCOME IN CONNECTION WITH THE PROPERTY, **EVEN THOUGH SUCH LOSS OR DAMAGE MIGHT HAVE BEEN OCCASIONED BY THE NEGLIGENCE OF ANY RELEASED PARTY** (THIS CLAUSE SHALL NOT APPLY, HOWEVER, TO ANY DAMAGE CAUSED BY INTENTIONALLY WRONGFUL ACTIONS). EACH PARTY REPRESENTS AND COVENANTS THAT IT SHALL OBTAIN APPROPRIATE WAIVERS OF SUBROGATION IN ITS PROPERTY INSURANCE POLICIES THAT IT MAY ELECT TO CARRY. **<u>THIS SECTION RELEASES A PARTY FOR THE CONSEQUENCES OF ITS OWN NEGLIGENCE.</u>** PARTIES NAMED HEREIN NOT SIGNING THIS LEASE ARE EXPRESS AND INTENDED THIRD PARTY BENEFICIARIES OF THIS WAIVER OF SUBROGATION. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT IS LANDLORD WAIVING ANY CLAIMS AGAINST TENANT IF TENANT IS ACTING IN ITS CAPACITY AS A SELF-INSURER FOR THE INSURED AMOUNT AS HEREIN PROVIDED.

13. **Assignment & Subletting**. Except as provided herein, Tenant shall not assign or in any manner transfer this Lease or any estate or interest hereunder and shall not sublease the Premises or any part thereof without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned, or delayed.

    Notwithstanding anything in this Lease to the contrary, the consent of the Landlord need not be obtained if the assignment or sublease is to a: (i) parent, subsidiary, affiliate or authorized agent of Tenant; (ii) affiliate or authorized agent of AT&T, Inc.; (iii) company with which Tenant may merge or consolidate; (iv) corporation that acquires all or substantially all of the shares of stock or assets of Tenant; or (v) to any corporation which is the successor corporation in the event of a corporate reorganization (a "**Related Entity**"). Landlord acknowledges that the Premises may be occupied by one or more Related Entity and their employees and that such use of the Premises will not be considered an assignment or sublease, unless Tenant elects to treat it as such.

14. **Events of Default & Remedies.** Each of the following occurrences shall constitute an **"Event of Default"**: (a) Tenant's failure to pay Fixed Rental, or any other sums due from Tenant to Landlord under this Lease (provided, however, no such Event of Default shall occur under this subparagraph (a) unless Tenant fails to pay any such sum within ten (10) Business Days after receipt of a written notice of default from Landlord); (b) Tenant's failure to perform, comply with, or observe any other agreement or obligation of Tenant under this Lease, which failure is not cured within thirty (30) days of written notice from Landlord (provided, however, if Tenant commences such cure within such 30-day period and diligently pursues such cure, Tenant may have such additional time as may be reasonably necessary to effect such cure); or (c) the admission by Tenant in writing that it cannot meet its obligations as they become due or the making by Tenant of an assignment for the benefit of its creditors. Any Event of Default shall be considered a breach of this Lease by Tenant. In addition to any and all other rights or remedies Landlord may have in connection with this Lease, as provided by law or equity, Landlord shall have the following rights and remedies upon the occurrence of any Event of Default: (a) Without terminating this Lease and after receiving a court order, to change the locks on the doors to the Premises and to exclude Tenant therefrom until all Events of Default have been cured; (b) After receiving a court order, to terminate this Lease and take possession of the Premises and to re-let the Premises for the Landlord's account (No termination of this Lease shall relieve the Tenant of the obligation to pay any Fixed Rental due under the terms of this Lease prior to termination); and (c) To commence eviction proceedings against Tenant and/or bring suit for the collection of Fixed Rental, late fees or any other charges due Landlord from Tenant under this Lease (including, without limitation, reasonable paralegal and attorneys' fees incurred in connection with any eviction proceeding or legal action filed by Landlord against Tenant). Upon any re-letting of the Premises by Landlord, all rent received by Landlord shall be applied first to the payment of any indebtedness other than rent or other charges due under this Lease from Tenant; second to the payment of any reasonable and related costs and expenses of such re-letting (including brokerage fees and attorney's fees and costs of alterations and repairs); and third to the payment of all Fixed Rental and other charges due and unpaid under this Lease. In no event shall the Tenant be entitled to receive any surplus of any

sums received by Landlord on re-letting the Premises, in excess of the rent and other charges payable under this Lease. Tenant may not be locked out without a court order. In no event shall Tenant be liable for consequential, punitive, exemplary or other damages (other than actual damages only) in connection with this Lease. Landlord shall use commercially reasonable efforts to mitigate damages.

15. **Landlord's Default**. If Landlord defaults under this Lease, Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall thereupon have thirty (30) days in which to cure any such default. Unless and until Landlord fails to so cure any default after such notice, Tenant shall not have any remedy or cause of action by reason thereof; provided, however, in the event of a bona fide emergency to person or property, Tenant may cure such default and receive reimbursement for Tenant's reasonable third-party costs in affecting such cure within thirty (30) days after invoice. All obligations of Landlord hereunder will be construed as covenants, not conditions. In no event shall Landlord be liable for consequential, punitive, exemplary or other damages (other than actual damages only) in connection with this Lease. Tenant shall use commercially reasonable efforts to mitigate damages.

16. **Mechanics' Liens**. Tenant shall fully and promptly pay all sums necessary for the costs or repairs, alterations, improvements, charges or other work done by Tenant on the Premises. Tenant shall indemnify and hold Landlord harmless from and against any and all such costs and liabilities incurred by Tenant, and against any and all mechanics', materialmen's, or laborers' liens arising out of or from such work or the cost thereof which may be asserted, claimed or charged against the Premises. This obligation shall survive the termination of this Lease.

17. **Holding Over**. If Tenant fails to vacate the Premises at the Termination Date, then Tenant shall be a tenant at will and Tenant shall pay as a daily Fixed Rental an amount equal to 1.2 times the daily Fixed Rental payable during the last month of the Term. In no event shall Tenant be liable for damages in connection with any holdover unless such holdover continues for a period of more than ninety (90) days.

18. **Notices**. Any notice or other communication required or permitted to be given hereunder shall be in writing and deemed to be delivered, whether actually received or not, (a) if hand delivered or post marked by the U.S. Postal Service, postage prepaid, registered or certified mail, return receipt requested, upon deposit with the carrier, or (b) if sent by courier or express mail where evidence of delivery is retained, upon deposit. Any notice executed and delivered by either party's legal counsel (or any other authorized agent of such party) shall be fully effective as if the same had been executed and delivered by such party. Landlord and Tenant may execute this Lease by facsimile counterparts, each of which shall be deemed an original for all purposes.

19. **Indemnification**.

    a. Subject to Section 12 above, Tenant shall indemnify, defend and hold Landlord harmless from any claim for injury to person or damage to property accruing during the Term of this Lease and occurring within the Premises. For the avoidance of doubt, this Section 19(a) does not cover an environmental claim.

b. Subject to Section 12 above, Tenant shall indemnify, defend and hold Landlord harmless from any claim relating to the environmental condition of the Premises, accruing during the Term of this Lease and caused by Tenant or its agents or employees (each, a "**Tenant Party**"). For the avoidance of doubt, Tenant shall have no liability to Landlord for any environmental condition of the Premises (or a related claim) that (a) was not caused by a Tenant Party, or (b) existed or accrued prior to the Commencement Date, even if caused by a Tenant Party.

These indemnity obligations shall survive the termination of this Lease as to claims that accrued during the Term of this Lease. For Landlord's indemnification rights to remain effective, Landlord must notify Tenant in writing within thirty (30) days of receiving notice of the claim.

20. **Casualty**. In the event of a casualty involving the Premises that will take more than sixty (60) days to repair, as reasonably estimated by Landlord or Tenant, then Tenant may terminate this Lease within thirty (30) days after such casualty. In the event the Premises are untenantable in whole or in part, then Fixed Rental shall be equitably abated to reflect the portion of the Premises not tenantable. Neither Landlord nor Tenant have any restoration obligations in the event of a casualty.

21. **Condemnation**. In the event that Landlord or Tenant receives notice of any pending or threatened condemnation or any public or quasi-public taking, use under law, eminent domain or private purchase in lieu thereof (a "**Taking**") of any portion of the Premises, then such party shall promptly notify the other in writing. If any material portion of the Premises will be taken during the Term of this Lease, such that in Tenant's reasonable judgment the operations of Tenant at the Premises would be materially impaired, then Tenant shall have the right, exercisable by delivery of written notice to Landlord, to terminate this Lease. All compensation awarded for a Taking shall be the property of Landlord. The right to receive compensation or proceeds is expressly waived by Tenant; *provided*, *however*, Tenant may file a separate claim for Tenant's furniture, fixtures, equipment and other personal property, loss of goodwill and Tenant's reasonable relocation expenses. Tenant hereby waives any right it may have pursuant to any applicable Laws and agrees that the provisions hereof shall govern the parties' rights in the event of any Taking.

22. **Miscellaneous**.

a. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between Landlord and Tenant, it being understood and agreed that neither the method of computation of Fixed Rental, nor any other provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

b. Within thirty (30) days after the request of the other, at any time and from time to time, both Landlord and Tenant agree to execute, acknowledge and deliver an estoppel certificate certifying that (i) this Lease is in full force and effect, (ii) the date through which Fixed Rental has been paid and (iii) to such party's knowledge, that no default by Landlord or Tenant, as appropriate, has occurred hereunder or specifying the nature of any such default.

c. Each of the parties represents and warrants that there are no unpaid claims for brokerage commission or finder's fees in connection with the execution of this Lease, and each agrees to indemnify the other against, and hold it harmless from, all liabilities arising from any such claim (including without limitation, the cost of legal fees in connection therewith). This obligation shall survive the termination of this Lease.

d. The laws of the state in which the Premises is located shall govern the interpretation, validity, performance and enforcement of this Lease (without reference to choice of law principles).

e. At the end of the Term, Tenant shall deliver the Premises in its then existing condition. Any tangible personal property on the Premises at the time Tenant vacates shall be considered abandoned and deemed the property of Landlord, except for any tangible personal property utilized by Tenant pursuant to easements, leases, or licenses. Tenant shall execute an "as is" Bill of Sale conveying Tenant's interest in such remaining property and any other reasonable documentation necessary to effect such transfer of ownership.

f. Each provision of this Lease shall be construed in such manner as to give such provision the fullest legal force and effect possible. To the extent any provision herein (or part of such provision) is held to be unenforceable or invalid when applied to a particular set of facts, or otherwise, the unenforceability or invalidity of such provision (or part thereof) shall not affect the enforceability or validity of the remaining provisions hereof (or of the remaining parts of such provision), which shall remain in full force and effect, nor shall such unenforceability or invalidity render such provision (or part thereof) would be held legally enforceable and/or valid.

g. Notwithstanding anything to the contrary, in no event shall Tenant be liable for consequential, punitive, exemplary or other damages (above and beyond actual damages only) in connection with this Lease.

h. In the event of litigation hereunder, the prevailing party shall be entitled to an award of its reasonable attorney's fees. Landlord and Tenant agree that should any suit, action or proceeding arising out of this Lease be instituted by any party hereto, such suit, action or proceeding shall be instituted only in a state or federal court in the county in which the Premises are located or, if no such court is located in that county, then in the state or federal court that is closest to the Premises (the "**Approved Jurisdiction**"). Landlord and Tenant each consent to the *in personam* jurisdiction of any state or federal court in the Approved Jurisdiction, and waive any objection to the venue of any such suit, action or proceeding. This Section 22(h) shall survive the expiration or termination of this Lease.

23. **Delivery of the Premises**: Tenant acknowledges and agrees the Premises are delivered by Landlord and accepted by Tenant in its present **"AS IS, WHERE IS, WITH ALL FAULTS"** condition as of the Commencement Date. **Tenant acknowledges that it has been provided access and ample opportunity to inspect the Premises and its existing condition, improvements and systems and, except as expressly provided otherwise in this Lease, is not relying upon any warranty or representation of Landlord or its agents regarding the condition, adequacy or suitability of the same for Tenant's intended purpose, LANDLORD HEREBY EXPRESSLY DISCLAIMING ANY SUCH WARRANTY.**

24. **No Contractual or Statutory Lien.** Landlord hereby waives any contractual or statutory lien on the goods, wares, or equipment of Tenant located at the Premises.

25. **Attornment**. Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of the exercise of the power of sale under any mortgagee made by Landlord covering any part of the Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease.

26. **Priority of Lease**. Upon written request of Landlord or the holder or of a proposed holder of any mortgage now or hereafter covering or to cover any part of the Premises, Tenant will subordinate its rights under this Lease to the lien of such mortgage and to all advances made or to be made upon the security thereof, and Tenant shall, within ten (10) business days after written demand therefor, execute, acknowledge, and deliver an instrument, in the form customarily used by such encumbrance holder, and reasonably satisfactory to Tenant, effecting such subordination; provided, however, as a condition to such subordination, Landlord shall cause such lienholder to sign a subordination and non-disturbance agreement in a form reasonably acceptable to Tenant.

27. **OFAC.** Landlord hereby represents and warrants to Tenant that Landlord is not acting, directly or indirectly for, or on behalf of, any person, group, entity or nation named by any Executive Order of the President of the United States of America (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department, as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, or nation pursuant to any law that is enforced or administered by the United States Office of Foreign Assets Control, and is not engaging in this transaction, directly or indirectly, on behalf of, or instigating or

facilitating this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation.

[*Signature pages to follow*]

EXECUTED on the dates set forth below to be effective as of the date first above written.

TENANT:

______________________________________,
a ____________________

By: ____
Name: ____
Title: ____
Date signed: ______________________________

Address:

AT&T Services, Inc.
One AT&T Way, Room 1B201
Bedminster, NJ 07921
Attn.: CRE Lease Administration

With a copy to:

AT&T Services, Inc.
208 S. Akard Street, Room 3137
Dallas, TX 75202
Attn.: AVP Senior Legal Counsel—Real Estate

With a copy to:

AT&T Services, Inc.
Attn: Portfolio Management—*Lori Skrezyna*
225 W. Randolph Street, Floor 13
Chicago, IL 60606

AT&T Services, Inc.
Attn: Portfolio Management—*Mike Turner*
754 Peachtree Street, Room 5D
Atlanta, GA 30308

LANDLORD:

____________________________________,
a ____________________

By: ____
Name: ____
Title: ____
Date signed: ____________________________

Address:

____
____
____

EXHIBIT A

LEGAL DESCRIPTION

Attached.

EXHIBIT E TO REAL ESTATE SALE CONTRACT

COMMUNICATIONS EASEMENT

THIS SPACE FOR RECORDER'S USE

RECORDING REQUESTED BY AND AFTER RECORDING RETURN TO: ______________________________ ______________________________ ______________________________
No Compensation Paid/No Transfer Tax Due BY:__________________________ Name: ____________________ Title: _____________________

[If in California:]

APN: __________ **GEO: ______________**
LOC: __________ **Job #:______________**

GRANT OF EASEMENT AGREEMENT

THE STATE OF _____________ §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF _____________ §

THAT THIS GRANT OF EASEMENT AGREEMENT (this "**Agreement**") is entered into by the undersigned, ___________________________, a __________________ ("**GRANTOR**"), and ___________________________, a ________________ ("**GRANTEE**").

Preliminary Statements:

A. GRANTOR and GRANTEE previously entered into a certain contract for the purchase and sale of that certain real property located at ______________ in ______________, __________ County, ______________ (the "**Property**") as more particularly described on **Exhibit A** attached hereto. Concurrently with the closing under such contract and the conveyance of the Property by GRANTEE to GRANTOR, GRANTOR agreed to grant GRANTEE an easement to provide certain rights with respect to the use of certain communications facilities.

B. In conjunction with the closing, GRANTOR is now the owner of the Property and desires to grant an easement to GRANTEE upon and subject to the following terms and conditions:

NOW, THEREFORE, in consideration of the foregoing recitals (the terms of which are incorporated herein by this reference), the sum of Ten Dollars ($10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTOR and GRANTEE hereby agree as follows:

1. **Grant of Easement**. GRANTOR hereby grants and conveys to GRANTEE an exclusive, perpetual easement (hereinafter referred to as the "**Easement**") upon, across, over, above, and under the portion of the Property, as described on **Exhibit B** attached hereto and depicted on **Exhibit B-1** attached hereto (the "**Easement Area**") for the purposes hereinafter set forth. This Agreement does not constitute a conveyance of the Easement Area or the Property, nor of the minerals therein and thereunder, but grants only the Easement subject to the terms, conditions and provisions of this Agreement.

[If in California: The legal descriptions in **Exhibit A** and **Exhibit B** were prepared pursuant to Section 8730c of the Business and Professions Code.]

2. **Easement Purpose**.

a. This Easement is granted for the purpose of permitting GRANTEE, its affiliates and subsidiaries, and their successors, assignees, lessees, licensees, designees, and agents (together with the Grantee, the "**Grantee Parties**") to construct, operate, maintain, protect, repair, relocate, upgrade, replace, and remove such communications, data, video, and information systems and lines, circuits, conduits, manholes, handholes, cable risers, connector terminals, repeaters, testing terminals, route markers, service boxes, pedestals, terminal equipment cabinets, electrical conductors, and structures with electronic communication equipment, together with such other fixtures and appurtenances thereto as may exist now or in the future (collectively, the "**Facilities**"), as GRANTEE may from time to time require upon, across, over, above, under and within the Easement Area.

b. GRANTOR further conveys to the Grantee Parties the following incidental rights and powers:

i. the right of free and unrestricted pedestrian and vehicular ingress to and egress from said Easement Area and the Facilities utilizing reasonable routes across the Property twenty-four (24) hours per day, seven (7) days per week, three hundred sixty five (365) days per year, including but not limited to the right to use existing and future roads, parking lots, entrances and exits and all other passageways on the Property;

ii. the right to drain or sheet flow storm water runoff from the Easement Area onto the Property and/or into existing and future storm water collection and drainage facilities located within the Property;

iii. the right to clear and keep cleared trees, brush, and all other obstructions from the surface and subsurface of the Easement Area;

iv. the right to construct, operate and maintain, or license others to do so, service lines for electric power; and

v. the right to install, maintain, and use paving, fencing, and gates across the Easement Area.

3. **Grantor Reservation**. GRANTOR, its/their successors and assigns, shall have the right to use the surface of the Easement Area insofar as such use does not, in the reasonable judgment of the GRANTEE, impair, interfere with or obstruct the use of the Easement by the Grantee Parties. GRANTOR hereby covenants that no excavation, building, structure or other obstruction will be constructed, erected, built or permitted on the surface of the Easement Area and no change will be made in the grade, elevation or contour of the Easement Area, nor any tree planted thereon, without the prior written consent of GRANTEE, which consent will not be unreasonably denied, delayed or conditioned.

4. **Temporary Construction Easements**. During the period of installation, removal, maintenance, or replacement of the Facilities by GRANTEE within the Easement Area, GRANTEE shall have the right to use as temporary construction easements so much of the surface of the Property as may be reasonably necessary for GRANTEE'S construction, installation, removal, maintenance, or replacement of said Facilities. Following the initial installation of GRANTEE'S Facilities, and also after any later activities by GRANTEE which affect the Property, GRANTEE shall promptly restore the grounds affected thereby to as nearly as practicable to the same condition that existed prior to such activity.

5. **Existing Matters of Record**. The Easement granted hereby is subject to all valid and subsisting oil, gas, sulfur, and mineral leases, unitization agreements, deeds, easements, rights-of-way, restrictive covenants, mineral and royalty grants and reservations, or other instruments now of record which affect the Easement.

6. **Grantor Representations and Warranties**. GRANTOR warrants that he/she/they are the owners of the Property and the Easement Area, and that GRANTOR has the right to make this conveyance and receive the consideration therefor. GRANTOR covenants that GRANTEE may quietly enjoy the Easement for the uses herein stated. In addition, GRANTOR hereby warrants and represents he/she/they have no knowledge of the existence of past or present production, storage, treatment or disposal of any toxic or hazardous waste or substance, or of hazardous/toxic waste contamination conditions applicable to either the Easement Area or the Property.

7. **Abandonment**. To be effective, any abandonment of this Easement must be executed by Grantee and filed in the applicable real property records.

8. **Damages**. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL THE GRANTEE PARTIES BE LIABLE TO GRANTOR FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES, OR CLAIMS OF ANY OTHER THIRD PARTIES, OCCASIONED BY A BREACH OF THIS AGREEMENT OR THEIR USE OF THE PROPERTY.

9. **Notices**. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth below. Any such notices shall be either (i) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, or (ii) sent by personal delivery, in which case notice shall be deemed delivered upon receipt or refusal of delivery. A party's address may be changed by written notice to the other party; provided, however, that no

notice of a change of address shall be effective until actual receipt of such notice. The attorney for a party has the authority to send notices on behalf of such party.

If to GRANTOR: ____________________________
____
____

If to GRANTEE: ____________________________
____
____

10. **Amendment**. This Agreement may not be modified except by a written instrument duly executed and acknowledged by GRANTOR and GRANTEE and recorded the applicable local property records.

11. **Governing Law**. This Agreement shall be governed by and enforced in accordance with the laws of the State in which the Property is located.

12. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts together shall be deemed to constitute one original instrument.

13. **Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective grantees, successors and assigns.

14. **Authority**. Each party represents, warrants and covenants to the other party that it has full right, power and lawful authority to enter into and perform this Agreement, and the signatories hereto signing on behalf of such party have been authorized to sign this Agreement and to create a valid, legally binding and effective agreement, enforceable against such party in accordance with its terms.

15. **Captions**. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

16. **Entire Agreement**. This Agreement contains the entire agreement regarding the Easement, and supersedes all prior agreements (either oral or written), with respect to the matters set forth herein.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto belonging, unto GRANTEE, its successors and assigns, forever, and GRANTOR does hereby bind its self, and its heirs and assigns, to warrant and forever defend all and singular the Easement unto GRANTEE and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

[SIGNATURE PAGE FOLLOWS]

SIGNED AND EXECUTED this ______ day of ___________, 2020.

GRANTOR:

[________________________________],
a [________________________]

By: ________________________________
Name: ______________________________
Title: ______________________________

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF)
) ss.:
COUNTY OF)

On ______________________________ before me, ________________________________, Notary Public, personally appeared __________________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _________________that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: ___________________________

GRANTEE ACCEPTANCE:

Executed this __________ day of _____________________, 2020.

[____________________________,
a ____________________________]

By: ________________________________
Name: ______________________________
Title: ______________________________

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF)
) ss.:
COUNTY OF)

On _______________________________ before me, _________________________________, Notary Public, personally appeared __________________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _________________that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: ____________________________

EXHIBIT A TO EASEMENT FOR COMMUNICATIONS FACILITIES

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

To be attached.

EXHIBIT B TO EASEMENT FOR COMMUNICATIONS FACILITIES

LEGAL DESCRIPTION OF EASEMENT AREA

To be attached.

EXHIBIT B-1 TO EASEMENT FOR COMMUNICATIONS FACILITIES

DEPICTION OF EASEMENT AREA

To be attached.