

Fill in this information to identify the case:

Debtor Intellifiber Networks, LLC

United States Bankruptcy Court for the: Southern District of New York
(State)

Case number 19-22328

Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

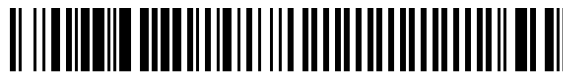
Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>312 Plum Street Owners, LLC</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? 312 Plum Street Owners, LLC Rubenstein Partners, Anne Bryan Cira Centre 28th Fl. 2929 Arch Street Philadelphia, PA 19104, USA Contact phone <u>215-399-4740</u> Contact email <u>abryan@rubensteinpartners.com</u>	Where should payments to the creditor be sent? (if different) Contact phone _____ Contact email _____ Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: __ __ __ __
7. How much is the claim? \$ <u>1027.61</u>	Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.</p> <p><u>Commercial Lease Agreement</u></p>
9. Is all or part of the claim secured?	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature or property: <div><input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____</div> Basis for perfection: _____ <small>Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)</small> Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <div><input type="checkbox"/> Fixed <input type="checkbox"/> Variable</div></div>
10. Is this claim based on a lease?	<div><input type="checkbox"/> No</div> <div><input checked="" type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ <u>1027.61</u></div>
11. Is this claim subject to a right of setoff?	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. Identify the property: _____</div>



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 06/03/2019
MM / DD / YYYY

/s/Rebecca J Price
Signature

Print the name of the person who is completing and signing this claim:

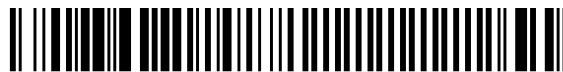
Name Rebecca J Price
First name Middle name Last name

Title Attorney

Company Norris McLaughlin, P.A.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (877) 759-8815 | International (424) 236-7262

Debtor: 19-22328 - Intellifiber Networks, LLC District: Southern District of New York, White Plains Division		
Creditor: 312 Plum Street Owners, LLC Rubenstein Partners, Anne Bryan Cira Centre 28th Fl. 2929 Arch Street Philadelphia, PA, 19104 USA Phone: 215-399-4740 Phone 2: Fax: Email: abryan@rubensteinpartners.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party:	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Commercial Lease Agreement	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 1027.61	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: Yes, 1027.61 Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Rebecca J Price on 03-Jun-2019 10:36:32 a.m. Eastern Time Title: Attorney Company: Norris McLaughlin, P.A.		

Fill in this information to identify the case:

Debtor 1 Intellifiber Networks, Inc. (Jointly administered)

Debtor 2
(Spouse, if filing) _____

United States Bankruptcy Court for the: Southern District of New York

Case number 19-22328

Official Form 410

Proof of Claim

04/19

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Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>312 Plum Street Owners, LLC</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Rubenstein Partners, C/O Anne Marie Bryan</u> Name <u>Cira Centre 28th Fl, 2929 Arch Street</u> Number Street <u>Philadelphia PA 19104</u> City State ZIP Code Contact phone <u>215-399-4740</u> Contact email <u>ABryan@rubensteinpartners.com</u>	Where should payments to the creditor be sent? (if different) _____ Name _____ Number Street _____ City State ZIP Code Contact phone _____ Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 1,027.61 Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Lease of Commercial Property

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☐ No
☒ Yes. Amount necessary to cure any default as of the date of the petition. \$ 1,027.61

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 05/30/2019
MM DD / YYYY


Signature

Print the name of the person who is completing and signing this claim:

Name	Craig G. Zolot		
	First name	Middle name	Last name
Title	Principal & Director, Asset Management		
Company	Rubenstein Partners		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	Cira Centre 28th Fl, 2929 Arch Street		
	Number	Street	
	Philadelphia	PA	19104
	City	State	ZIP Code
Contact phone	215-399-4740		Email CZolot@rubensteinpartners.com

LEASE

by and between

**DUKE REALTY LIMITED PARTNERSHIP,
an Indiana limited partnership**

and

**DOMINION TELECOM, INC.,
a Virginia corporation**

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Exhibit C - Rules and Regulations

Exhibit C-1 - Contractors Rules of Conduct

Exhibit D - Antenna Data Sheet

SEW/ACD/md/nm/dn
10/9/02

THIS LEASE is executed this 18 day of October, 2002, by and between DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership ("Landlord"), and DOMINION TELECOM, INC., a Virginia corporation ("Tenant").

ARTICLE 1 - LEASE OF PREMISES

Section 1.01. Basic Lease Provisions and Definitions.

A. Leased Premises (shown outlined on Exhibit A attached hereto): Suite: 775;
Floor: 7th; Building Name: 312 Plum; Address: 312 Plum Street, Cincinnati, Ohio 45202 ("Building");

B. Rentable Area: approximately 2,950 rentable square feet;

Landlord shall use commercially reasonable standards, consistently applied, in determining the Rentable Area and the rentable area of the Building. The Rentable Area shall include the area within the Leased Premises plus a pro rata portion of the area covered by the common areas within the Building. Landlord's determination of Rentable Area shall be deemed correct for all purposes hereunder. Landlord shall use BOMA standards for establishing the usable square feet of the Leased Premises.

C. Building Expense Percentage: 1.28%;

D. Minimum Annual Rent:

Year 1	\$29,499.96 per year
Year 2	\$30,384.96 per year
Year 3	\$31,299.48 per year
Year 4	\$32,243.52 per year
Year 5	\$33,216.96 per year
Year 6	\$34,220.04 per year
Year 7	\$35,252.52 per year
Year 8	\$36,314.52 per year
Year 9	\$37,406.04 per year
Year 10	\$38,526.96 per year;

E. Monthly Rental Installments:

Months 1-12	\$ 2,458.33 per month
Months 13-24	\$ 2,532.08 per month
Months 25-36	\$ 2,608.29 per month
Months 37-48	\$ 2,686.96 per month
Months 49-60	\$ 2,768.08 per month
Months 61-72	\$ 2,851.67 per month
Months 73-84	\$ 2,937.71 per month
Months 85-96	\$ 3,026.21 per month
Months 97-108	\$ 3,117.17 per month
Months 109-120	\$ 3,210.58 per month;

F. Term: Ten (10) years and zero (0) months;

G. Commencement Date: See Section 2.01;

H. Security Deposit: \$0.00;

I. Broker(s): Duke Realty Services Limited Partnership representing Landlord and CB Richard Ellis representing Tenant;

J. Permitted Use: Installation, operation, storage and maintenance of equipment and fiber optic cable and other transmission systems as a network point of presence for providing telecommunications and communications services to customers including collocation services in the Leased Premises and general office purposes;

K. Address for payments and notices as follows:

Landlord: Duke Realty Limited Partnership
Attn: Property Manager
4555 Lake Forest Drive, Suite 400
Cincinnati, OH 45242

With Rental
Payments to: Duke Realty Limited Partnership
75 Remittance Drive, Suite 3205
Chicago, IL 60675-3205

Tenant: Dominion Telecom, Inc.
Attn: John Jay Schwartz
4355 Innslake Drive
Glen Allen, VA 23060

With copies to: John D. Sharer, Esquire
Pump House, 1st Floor
120 Tredegar Street
Richmond, VA 23219

and

Katherine Farmer
Manager of Contracts
4355 Innslake Drive
Glen Allen, VA 23060

L. Guarantor(s): None.

Section 1.02. Lease of Premises.

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord under the terms and conditions herein the Leased Premises. Tenant shall have the non exclusive right, in common with others, to the use of the Common Areas, as hereinafter defined, including the use of the areas described in Sections 16.13, Sections 16.15, 16.16 and 16.17 below. Tenant shall also have the right to install Tenant's Equipment, as hereinafter defined, including the communications equipment set forth on Exhibit B in or around the Leased Premises in the locations set forth in the plans and specifications approved by Landlord as specifically provided in this Lease. The location of all such items shall be approved by Landlord in advance, which approval shall not be unreasonably withheld, conditioned or delayed and Tenant shall have the duty to maintain and repair such items in full compliance with the terms of the Lease. If such items result in additional maintenance requirements for the roof, Common Areas, etc., such additional maintenance shall be performed by Landlord at Tenant's sole expense, which expense shall be reasonable. In the event of a conflict between the provisions of Exhibit B and the Lease, the provisions of the Lease shall prevail.

Upon the prior written approval of Landlord, which approval shall be given in Landlord's reasonable discretion, Tenant may, at its sole cost and expense or at the sole cost and expense of the fiber provider, bring additional fiber from additional telecommunications fiber provider(s) whether currently serving the Building or not, into the Building to provide fiber to the Leased Premises; provided such telecommunications fiber providers have authority from the Landlord to access the Building which authority will not be unreasonably withheld, conditioned or delayed. Subject to Landlord's approval, which shall not be unreasonably withheld, conditioned or delayed and the approval of all applicable governmental authorities, the construction of such additional

fiber may include the removal and replacement of curb, gutter, pavement and sidewalks. Subject to Landlord's approval, which shall not be unreasonably withheld, conditioned or delayed, and the approval of all applicable governmental authorities, Tenant shall have the right to install, at its own expense, "handhole or manhole" adjacent to the Building for bringing telecommunications fiber into the Building; such manholes will be at diverse locations mutually acceptable to Landlord and Tenant.

Tenant shall have the right to install, maintain and operate its conduits in the riser space ("Riser Space") pursuant to the Riser Rights granted Tenant in Section 16.17 below. Tenant shall have the right to make connections with any other existing or future tenants of the Building, and the telecommunications companies whose facilities may be accessed for telecommunications; provided such tenants have entered into a contract with Tenant, and the telecommunications companies have the authority from Landlord to access the Building which authority shall not be unreasonably withheld, conditioned or delayed by Landlord. In addition, Tenant shall have the non-exclusive right to use the Riser Space for the Permitted Use.

"Tenant's Equipment" shall include condenser units or dry chillers, batteries, uninterruptible power supply, Tenant's HVAC unit, one or more Liebert units, Tenant's Generator (as hereinafter defined), Tenant's fire suppression system and supporting structures, all cable, telephone transmission and switching and electronic equipment, conduit, security systems, and access controls and all related equipment for Tenant's business conducted in the Leased Premises, Collocators (as hereinafter defined), Tenant's customers and subtenants of the Leased Premises to operate their respective telecommunication businesses. Tenant's Equipment shall be for Tenant's exclusive use.

ARTICLE 2 - TERM AND POSSESSION

Section 2.01. Term.

The term of this Lease shall be the period of time specified in Item F of the Basic Lease Provisions ("Lease Term") and shall commence five (5) months after the execution date of this Lease but no later than April 1, 2003 subject to delays caused by Landlord which shall cause the Commencement Date to be extended one day for each day of delay caused by Landlord ("Commencement Date"). If Tenant takes possession of and occupies the Leased Premises, Tenant shall be deemed to have accepted the Leased Premises and that the condition of the Leased Premises and the Building was at the time satisfactory and in conformity with the provisions of this Lease in all respects subject to Tenant's rights described in Section 2.02 hereof and subject to latent defects made known by Tenant to Landlord in writing. Any references in this Lease to the Lease Term shall be deemed to include any Extension Terms (as hereinafter defined), if any.

Notwithstanding the above, Landlord will allow Tenant to take possession of the Leased Premises and the areas described in Sections 16.13, 16.15, 16.16 and 16.17 prior to the Commencement Date for Tenant to complete the improvements set forth in Section 2.02. All terms and conditions of this Lease will become effective upon Tenant taking possession of the Leased Premises or the areas described in Sections 16.13, 16.15, 16.16 and 16.17, except for the payment of Minimum Annual Rent and Annual Rental Adjustment, which will commence on the Commencement Date.

Section 2.02. Construction of Tenant Finish Improvements and Possession.

Tenant has personally inspected the Leased Premises and accepts the same "AS IS" without representation or warranty by Landlord of any kind and with the understanding that Landlord shall have no responsibility with respect thereto. Landlord shall deliver possession of the Leased Premises to Tenant upon the execution of the Lease by Landlord and Tenant. Tenant shall construct the tenant finish improvements for the Leased Premises in a good and workmanlike manner, using contractors and subcontractors of its choice, except as hereafter specifically provided, with plans and specifications to be prepared by Tenant and approved in writing by Landlord which approval shall not be unreasonably withheld or delayed. Such plans and specifications shall be attached to the Lease as Exhibit B. All mechanical, electrical, plumbing and fire protection work in the Leased Premises shall be performed by Landlord's approved

contractors. Tenant shall deliver to Landlord all plans and specifications with an architect's and engineer's certification certified complete and ready for permits, and Landlord shall review such plans and specifications. The plans and specifications submitted to Landlord must be a comprehensive set for the entire Leased Premises. Landlord shall have thirty (30) days to review and approve such plans. After Landlord approves such plans and specifications, Tenant may commence construction of the tenant finish improvements. Tenant shall give Landlord the right to bid the work for the tenant finish improvements. If Landlord or its affiliate does not construct the tenant finish improvements, then Tenant agrees to pay Landlord a construction management fee equal to the lesser of three percent (3%) of the total construction costs or Eighteen Thousand Dollars (\$18,000.00). Tenant shall pay one-half of such fee prior to commencing construction and the remainder of such fee on the Commencement Date. Landlord shall cooperate fully with Tenant and assist Tenant in procuring all permits and certificates therefor. All tenant finish improvements shall be at Tenant's sole cost and expense. Tenant shall cause such construction to be completed in such a manner as to not interfere with the rights of other tenants in the Building. Tenant shall secure all necessary permits and shall make the tenant finish improvements in accordance with all applicable laws and building codes, in a good and workmanlike manner and quality equal to or better than the standard tenant finish improvements in the Building applicable to Tenant's Permitted Use and shall comply with such requirements as Landlord considers necessary or desirable, including without limitation, requirements as to the manner in which and the times at which such work shall be done and the contractor or subcontractors to be selected to perform such work and adherence to the Building Rules and Regulations set forth on Exhibit C and Landlord's contractors rules of conduct set forth on Exhibit C-1. Upon completion of the tenant finish improvements, Tenant shall provide lien waivers from the subcontractors or a final affidavit of lien waiver from the general contractor, and such lien waiver shall be in a form acceptable to Landlord. Tenant shall provide Landlord with final certificates of occupancy within thirty (30) days of occupancy of the Leased Premises by Tenant. Landlord shall have no responsibility or liability whatsoever for any loss or damage to any of Tenant's improvements, fixtures, equipment or merchandise installed or left in the Leased Premises prior to the Commencement Date. Tenant's entry upon the Leased Premises prior to the Commencement Date shall be governed by and subject to the provisions, covenants and conditions of this Lease with respect to insurance, indemnity, remedies and mechanic's liens.

Section 2.03. Surrender of the Premises.

Upon the expiration or earlier termination of this Lease, Tenant shall immediately surrender the Leased Premises to Landlord in broom-clean condition and in good order, condition and repair. Tenant shall remove Tenant's Equipment, its personal property, all items listed on Exhibit B, trade fixtures, furnishings, telecommunications equipment (unless necessary to continue to provide telecommunications services to other tenants in the Building which are customers of Tenant so long as such equipment is outside the Leased Premises and does not interfere with Landlord's ability to re-lease the Leased Premises or any space in the Building), computer equipment, wiring and cabling (including above ceiling) in the Leased Premises, at its sole cost and expense. Tenant's obligation, if any, to remove the conduit outside the risers, if any, shall be determined by Landlord at the time Tenant's plans are approved by Landlord pursuant to Section 2.02. Except as otherwise provided in this Lease, Tenant shall, at its expense, promptly repair any damage caused by any such removal, and shall restore the Leased Premises substantially to the original "base building" shell condition including but not limited to restoring the base building sprinkler systems and heating, ventilating and air conditioning systems existing upon the date when Landlord delivered possession of the Leased Premises to Tenant, reasonable wear and tear, damage caused by Landlord and its agents, employees and contractors and casualty excepted. Tenant shall not be required to restore the ceiling systems, ceiling tiles and lighting. All Tenant property which is not removed within ten (10) days following Landlord's written demand therefore shall be conclusively deemed to have been abandoned and Landlord shall be entitled to dispose of such property at Tenant's cost without incurring any liability to Tenant. The provisions of this section shall survive the expiration or other termination of this Lease.

Section 2.04. Holding Over.

If Tenant retains possession of the Leased Premises after the expiration or earlier termination of this Lease, Tenant shall become a tenant from month to month at one hundred twenty-five percent (125%) ("Holdover Rent Percentage") of the Monthly Rental Installment and Annual

Rental Adjustment for the Leased Premises in effect upon the date of such expiration or earlier termination, and otherwise upon the terms, covenants and conditions herein specified, so far as applicable; provided, however, that the Holdover Rent Percentage shall not be applicable where the termination of this Lease is the result of a casualty or eminent domain or pursuant to Section 5.03. Acceptance by Landlord of rent after such expiration or earlier termination shall not result in a renewal of this Lease. Tenant shall vacate and surrender the Leased Premises to Landlord upon Tenant being given thirty (30) days prior written notice from Landlord to vacate whether or not said notice is given on the rent paying date. This Section 2.04 shall in no way constitute a consent by Landlord to any holding over by Tenant upon the expiration or earlier termination of this Lease, nor limit Landlord's remedies in such event. Notwithstanding the above, Tenant shall have the right upon written notice to Landlord, given to Landlord at least six (6) months prior to the expiration date of this Lease, to extend the term for two (2) additional months by paying the holdover rent at the Holdover Rent Percentage ("Holdover Period"). If Tenant has properly exercised this option to holdover and then does not vacate the Leased Premises on or before the expiration of such Holdover Period, then this Section 2.04 shall apply except the Holdover Rent Percentage shall be adjusted to one hundred fifty percent (150%).

ARTICLE 3 - RENT

Section 3.01. Base Rent.

Tenant shall pay to Landlord the Minimum Annual Rent in the Monthly Rental Installments in advance, without deduction or offset on the Commencement Date and on or before the first day of each and every calendar month thereafter during the Lease Term. The Monthly Rental Installments for partial calendar months shall be prorated.

Section 3.02. Annual Rental Adjustment Definitions.

- A. "Annual Rental Adjustment" - shall mean the amount of Tenant's Proportionate Share of Operating Expenses for a particular calendar year.
- B. "Operating Expenses" - shall mean the amount of all of Landlord's costs and expenses paid or incurred in operating, repairing, replacing and maintaining the Building (including the Common Areas as defined below) in good condition and repair for a particular calendar year, including all additional costs and expenses which Landlord reasonably determines that it would have paid or incurred during such year if the Building had been fully occupied, including by way of illustration and not limitation: all Real Estate Taxes, as hereinafter defined, insurance premiums and deductibles; water, sewer, electrical and other utility charges other than the separately billed electrical and other charges paid by Tenant as provided in this Lease (or other tenants in the Building); service and other charges incurred in the repair, replacement, operation and maintenance of the elevators and the heating, ventilation and air-conditioning system; costs associated with providing fitness facilities, if any; cleaning and other janitorial services, excluding the Leased Premises; tools and supplies; repair costs; landscape maintenance costs; security services; license, permit and inspection fees; management or administrative fees; supplies, costs, wages and related employee benefits payable for the management, maintenance and operation of the Building; maintenance, repair and replacement of the driveways, parking and sidewalk areas (including snow and ice removal), landscaped areas, and lighting; maintenance and repair costs, dues, fees and assessments incurred under any covenants or owners association (the "Covenants"). The cost of any capital improvement shall be amortized over the useful life of such improvement (as reasonably determined by Landlord), and only the amortized portion shall be included in Operating Expenses.

Operating Expenses shall not include the following:

1. Leasing commissions.
2. The cost of tenant finish improvements provided solely for the benefit of other tenants or proposed tenants in the Building.

3. Costs of correcting building code violations which violations were in existence on the Commencement Date and not the result of a code violation by a specific tenant or a specific tenant's use.
 4. Depreciation on the Building.
 5. The cost of services separately charged to and paid by another tenant in the Building.
 6. Interest payments and financing costs associated with Building financing.
 7. Legal fees associated with the preparation, interpretation and/or enforcement of leases.
 8. Repairs and replacements for which and to the extent that Landlord has been reimbursed by insurance and/or paid pursuant to warranties.
 9. Advertising and promotional expenses.
 10. Costs representing amounts paid to an affiliate of Landlord for services or materials which are in excess of the amounts which would have been paid in the absence of such relationship.
- C. "Tenant's Proportionate Share of Operating Expenses" - shall be an amount equal to the product of Tenant's Building Expense Percentage times the Building Operating Expenses.
- D. "Real Estate Taxes" - shall include any form of real estate tax or assessment or service payments in lieu thereof, and any license fee, commercial rental tax, improvement bond or other similar charge or tax (other than inheritance, personal income or estate taxes) imposed upon the Building or Common Areas (hereinafter defined) (or against Landlord's business of leasing the Building) by any authority having the power to so charge or tax, together with reasonable costs and expenses of contesting the validity or amount of Real Estate Taxes.
- E. "Common Areas" - shall mean the areas of the Building and the land which are designed for use in common by all tenants of the Building and their respective employees, agents, customers, invitees and others, and includes, by way of illustration and not limitation, entrances and exits, hallways and stairwells, conference facilities, if any, elevators, restrooms, sidewalks, driveways, parking areas, landscaped areas and other areas as may be designated by Landlord as part of the Common Areas of the Building.

Section 3.03. Payment of Additional Rent.

In addition to the Minimum Annual Rent specified in this Lease, Tenant shall pay to Landlord as "Additional Rent" for the Leased Premises, in each calendar year or partial calendar year, during the Lease Term, an amount equal to the Annual Rental Adjustment for such calendar year prorated for any partial year of the Term. The Annual Rental Adjustment shall be reasonably estimated annually by Landlord, and written notice thereof shall be given to Tenant prior to the beginning of each calendar year. Tenant shall pay to Landlord each month, at the same time the Monthly Rental Installment is due, an amount equal to one-twelfth (1/12) of the estimated Annual Rental Adjustment. If Real Estate Taxes or the cost of utility or janitorial services increase during a calendar year, Landlord may increase the estimated Annual Rental Adjustment during such year by giving Tenant written notice to that effect, and thereafter Tenant shall pay to Landlord, in each of the remaining months of such year, an amount equal to the amount of such increase in the estimated Annual Rental Adjustment divided by the number of months remaining in such year. Within one hundred twenty (120) days after the end of each calendar year, Landlord shall prepare and deliver to Tenant a statement showing the actual Annual Rental Adjustment. Within thirty (30) days after receipt of the aforementioned statement, Tenant shall pay to Landlord, or Landlord shall credit against the next rent payment or payments due from Tenant or pay Tenant in cash, as the case may be, the difference between the actual Annual

Rental Adjustment for the preceding calendar year and the estimated amount paid by Tenant during such year.

Tenant shall have the right to inspect, at reasonable times and in a reasonable manner, during the ninety (90) day period following the delivery of Landlord's statement of the actual amount of the Annual Rental Adjustment, such of Landlord's books of account and records as pertain to and contain information concerning such costs and expenses in order to verify the amounts thereof. Tenant's failure to exercise its rights hereunder within said ninety (90) day period shall be deemed a waiver of its right to inspect or contest the method, accuracy or amount of the Annual Rental Adjustment.

Section 3.04. Late Charges.

Tenant acknowledges that Landlord shall incur certain additional unanticipated administrative and legal costs and expenses if Tenant fails to timely pay any payment required hereunder. Therefore, in addition to the other remedies available to Landlord hereunder, if any payment required to be paid by Tenant to Landlord hereunder shall become overdue, such unpaid amount shall bear interest from the due date thereof to the date of payment at the prime rate (as reported in the Wall Street Journal) of interest ("Prime Rate") plus six percent (6%) per annum.

Notwithstanding the above, Landlord shall provide Tenant with a written notice of such payment default prior to assessing the late charge and Tenant shall have an additional ten (10) days to cure such payment default before Landlord assesses any late charges; provided, however, that Landlord shall not be required to give such notice more than one (1) time with respect to any particular payment default, nor more than one (1) time in the consecutive twelve (12) month period with respect to any payment defaults in the aggregate.

ARTICLE 4 - SECURITY DEPOSIT

[Intentionally Omitted]

ARTICLE 5 - OCCUPANCY AND USE

Section 5.01. Use.

The Leased Premises shall be used by Tenant for the Permitted Use and for no other purposes without the prior written consent of Landlord which consent shall not be unreasonably withheld or delayed. Landlord acknowledges and agrees that the operation of the Leased Premises may be unmanned during the Term, and Tenant shall not be deemed to be in default or breach of this Lease if Tenant does not have employees, personnel or other agents present at the Leased Premises so long as Tenant complies with all of Tenant's obligations as set forth in this Lease. Nothing contained in this Lease shall prevent Tenant from having employees on site, whether on a permanent or temporary basis. Tenant shall have access to the Leased Premises, Tenant's Equipment and the areas described in Sections 16.13, 16.15, 16.16 and 16.17, Building and Common Areas twenty-four (24) hours a day, seven (7) days a week except for periodic shutdowns for repairs or maintenance of which Tenant shall receive advanced written notice and reasonable accommodations shall be made by Landlord if Tenant must have access to any area during such shutdowns.

Section 5.02. Covenants of Tenant Regarding Use.

Tenant shall (i) use and maintain the Leased Premises and conduct its business thereon in a safe, careful, reputable and lawful manner, (ii) comply with the Covenants and all applicable laws, rules, regulations, orders, ordinances, directions and requirements of any governmental authority or agency, now in force or which may hereafter be in force relating to Tenant's specific use of the Leased Premises, including without limitation those which shall impose upon Landlord or Tenant any duty with respect to or triggered by a change in the use or occupation of, or any improvement or alteration to, the Leased Premises, (iii) comply with and obey all reasonable non discriminatory directions of Landlord, including the Building Rules and Regulations attached hereto as Exhibit C and as may be modified in writing from time to time by Landlord on reasonable notice to Tenant and which shall be enforced in a uniform manner against all

occupants in the Building. Tenant shall not do or permit anything to be done in or about the Leased Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them. Landlord shall not be responsible to Tenant for the non-performance by any other tenant or occupant of the Building of any of the Building Rules and Regulations, but agrees to take reasonable measures to assure such other tenant's compliance. Tenant shall not use the Leased Premises, or allow the Leased Premises to be used, for any purpose or in any manner which would invalidate any policy of insurance now or hereafter carried on the Building or increase the rate of premiums payable on any such insurance policy unless Tenant reimburses Landlord for any increase in premium charged.

Section 5.03. Landlord's Rights Regarding Use.

In addition to the rights specified elsewhere in this Lease, Landlord shall have the following rights regarding the use of the Leased Premises or the Common Areas, each of which may be exercised without notice or liability to Tenant: (a) Landlord may install such signs, advertisements or notices or tenant identification information on the directory board or tenant access doors as it shall reasonably deem necessary or proper; (b) Landlord shall have the right at any time to control, change or otherwise alter the Common Areas in such manner as it reasonably deems necessary or proper, provided, however, that no change or alteration shall materially interfere with Tenant's Permitted Use; (c) Landlord, its employees and agents and any mortgagee of the Building shall have the right to enter any part of the Leased Premises and the areas described in Sections 16.13, 16.15, 16.16 and 16.17 at reasonable times upon reasonable prior notice to be given to Tenant by e-mail at NCC@dom.com or by calling Tenant's 24x7 network operations at 1-888-472-0751. Landlord shall cooperate with all of Tenant's security measures relative to such access, and Tenant shall have the right to have a representative present during such access by Landlord. In the event of an emergency, no prior notice shall be required but Landlord shall attempt to give Tenant notice in the manner set forth in this Section 5.03. Landlord shall incur no liability to Tenant for such entry, nor shall such entry constitute an eviction of Tenant or a termination of this Lease, or entitle Tenant to any abatement of rent therefor.

Upon execution of this Lease, Landlord shall provide to Tenant the name and 24-hour access number (pager or phone) of Landlord's representatives, who can be contacted on a 24-hour a day, 7-day a week basis in the event of an emergency or interference.

Landlord agrees to use commercially reasonable efforts to resolve any interference problems that exist between Tenant's Equipment and the equipment of any tenant, occupant or licensee of the Building who enters into a lease or license agreement with Landlord after the Commencement Date or of any existing tenant, occupant, or licensee that makes changes in its equipment after the Commencement Date. If the interference cannot be reasonably resolved, Tenant shall have the right to terminate this Lease upon thirty (30) days prior written notice to Landlord. Such termination shall be Tenant's sole remedy for Landlord's failure to resolve such interference, and Tenant shall not be entitled to damages (consequential or otherwise) as a result thereof.

ARTICLE 6 - UTILITIES AND OTHER BUILDING SERVICES

Section 6.01. Services to be Provided.

Provided Tenant is not in default beyond any applicable cure period, Landlord shall furnish to Tenant, except as noted below, the following utilities and other building services to the extent reasonably necessary for Tenant's comfortable use and occupancy of the Leased Premises for the Permitted Use or as may be required by law or directed by governmental authority:

- (a) Heating, ventilation and air-conditioning twenty-four hours per day, seven (7) days per week;
- (b) Electrical current for lighting and office equipment usage not to exceed four (4) watts per square foot;
- (c) Water in the Common Areas for lavatory and drinking purposes;

- (d) Automatic elevator service;
- (e) Cleaning and janitorial service in the Common Areas on Monday through Friday of each week except legal holidays; provided, however, Tenant shall be responsible for cleaning and janitorial service in the Leased Premises;
- (f) Washing of windows at intervals reasonably established by Landlord;
- (g) Replacement of all lamps, bulbs, starters and ballasts in Building standard lighting as required from time to time as a result of normal usage;
- (h) Cleaning and maintenance of the Common Areas, including the removal of rubbish, ice and snow; and
- (i) Repair and maintenance to the extent specified elsewhere in this Lease.

In the event of utility deregulation, Landlord may choose the utility service provider.

Notwithstanding anything contained herein to the contrary, Tenant shall, at Tenant's sole expense, separately meter the Leased Premises and the areas described in Sections 16.13, 16.15, 16.16 and 16.17 below for Tenant's Permitted Use. Tenant shall obtain in its own name and pay directly to the appropriate supplier the cost of all electricity serving the Leased Premises and the areas described in Sections 16.13, 16.15, 16.16 and 16.17 below.

Section 6.02. Additional Services.

If Tenant requests utilities or building services in addition to those identified above or any of the above utilities or building services in frequency, scope, quality or quantity substantially greater than those which Landlord determines are normally required by other tenants in the Building for the Permitted Use, then Landlord shall use reasonable efforts to attempt to furnish Tenant with such additional utilities or building services. In the event Landlord is able to and does furnish such additional utilities or building services, the reasonable costs thereof shall be borne by Tenant, who shall reimburse Landlord monthly for the same as Additional Rent at the same time Monthly Rental Installments and other Additional Rent is due.

If any lights, density of staff, machines or equipment used by Tenant in the Leased Premises materially affect the temperature otherwise maintained by the Building's air-conditioning system or generate substantially more heat in the Leased Premises than that which would normally be generated by that typically used by other tenants in the Building or by tenants in comparable office buildings, then Landlord shall have the right to install any machinery or equipment which Landlord considers reasonably necessary in order to restore the temperature balance between the Leased Premises and the rest of the Building, including equipment which modifies the Building's air-conditioning system. All reasonable costs expended by Landlord to install any such machinery and equipment and any additional costs of operation and maintenance in connection therewith shall be borne by Tenant, who shall reimburse Landlord for the same as provided in this Section 6.02. Notwithstanding the above, Tenant shall pay the reasonable costs associated with installing separate electric meters for the Leased Premises.

Section 6.03. Interruption of Services.

Tenant understands, acknowledges and agrees that any one or more of the utilities or other Building services identified in Sections 6.01, 6.02 or otherwise hereunder may be interrupted by reason of accident, emergency or other causes beyond Landlord's control, or may be discontinued or diminished temporarily by Landlord or other persons until certain repairs, alterations or improvements can be made. Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility service and no such failure or interruption shall entitle Tenant to terminate this Lease or withhold sums due hereunder. Landlord shall take all commercially reasonable measures necessary to restore the interrupted services or utilities.

ARTICLE 7 - REPAIRS, MAINTENANCE AND ALTERATIONS

Section 7.01. Repair and Maintenance of Building.

Subject to Section 7.02 and except for any repairs made necessary by the negligence, misuse, or default of Tenant, its employees, agents, customers and invitees, Landlord shall make all necessary repairs to the roofs, exterior walls, foundations, exterior doors, windows, corridors, plumbing and other Common Areas, and Landlord shall keep the Building in a safe, clean and neat condition and use reasonable efforts to keep all equipment used in common with other tenants in good condition and repair. Landlord shall be responsible to make any repairs or replacements made necessary by the negligence or willful misconduct of Landlord, its employees, contractors and agents.

Section 7.02. Repair and Maintenance of Leased Premises.

Except as provided in Section 7.01 or elsewhere in this Lease, Tenant shall keep and maintain the Leased Premises in good order, condition and repair. Except for ordinary wear and tear and damage which Tenant is not obligated to repair, and except as provided in Section 7.01 or elsewhere in this Lease and unless such costs are Operating Expenses, the cost of all repairs and maintenance to the Leased Premises shall be borne by Tenant, who shall be separately billed and shall reimburse Landlord for the same as Additional Rent. Landlord shall be responsible to make any repairs or replacements made necessary by the negligence or willful misconduct of Landlord, its employees, contractors and agents.

Section 7.03. Alterations.

Tenant shall not permit alterations in or to the Leased Premises unless and until the plans have been approved by Landlord in writing which approval shall not be unreasonably withheld or delayed. As a condition of such approval, Landlord may require Tenant to remove the alterations and restore the Leased Premises upon termination of this Lease; otherwise, all such alterations shall at Landlord's option become a part of the realty and the property of Landlord, and shall not be removed by Tenant. Tenant shall ensure that all alterations shall be made in accordance with all applicable laws, regulations and building codes, in a good and workmanlike manner and of quality equal to or better than the original construction of the Building. Upon completion of the work, Tenant shall provide lien waivers from the subcontractors or a final affidavit of lien waiver from the general contractor, and such lien waiver shall be in a form reasonably acceptable to Landlord. No person shall be entitled to any lien derived through or under Tenant for any labor or material furnished to the Leased Premises, and nothing in this Lease shall be construed to constitute a consent by Landlord to the creation of any lien. If any lien is filed against the Leased Premises for work claimed to have been done for or material claimed to have been furnished to Tenant, Tenant shall cause such lien to be discharged of record or bonded off within thirty (30) days after filing. Tenant shall indemnify Landlord from all costs, losses, expenses and attorneys' fees in connection with any construction or alteration and any related lien.

ARTICLE 8 - CASUALTY

Section 8.01. Casualty.

In the event of total or partial destruction of the Building or the Leased Premises by fire or other casualty, Landlord agrees to promptly restore and repair same; provided, however, Landlord's obligation hereunder shall be limited to the reconstruction of such of the tenant finish improvements as were originally required to be made by Landlord, if any. Rent shall proportionately abate during the time that the Leased Premises or part thereof are unusable because of any such damage. Notwithstanding the foregoing, if the Leased Premises are (i) so destroyed that they cannot be repaired or rebuilt within one hundred eighty (180) days from the casualty date; or (ii) destroyed by a casualty which is not covered by the insurance required hereunder or, if covered, such insurance proceeds are not released by any mortgagee entitled thereto or are insufficient to rebuild the Building and the Leased Premises; then, in case of a clause (i) casualty, either Landlord or Tenant may, or, in the case of a clause (ii) casualty, then Landlord may, upon thirty (30) days' written notice to the other party, terminate this Lease with

respect to matters thereafter accruing. If the Lease is terminated then the Minimum Annual Rent and Additional Rent shall be prorated as of the date of termination.

Section 8.02. All Risk Coverage Insurance.

During the Lease Term, Landlord shall maintain all risk coverage insurance on the Building, but shall not protect Tenant's property on the Leased Premises; and, notwithstanding the provisions of Section 9.01 and Section 9.03, neither party shall be liable for any casualty damage to the other's property, regardless of cause, including the negligence of either party and its employees, agents and invitees. Tenant hereby expressly waives any right of recovery against Landlord for casualty damage to any property of Tenant located in or about the Leased Premises, however caused, including the negligence of Landlord and its employees, agents and invitees.

Notwithstanding the provisions of Section 9.01 below, Landlord hereby expressly waives any rights of recovery against Tenant for casualty damage to the Leased Premises or the Building however caused, including the negligence of Tenant and its employees, agents and invitees. All insurance policies maintained by Landlord or Tenant as provided in this Lease shall contain an agreement by the insurer waiving the insurer's right of subrogation against the other party to this Lease.

ARTICLE 9 - LIABILITY INSURANCE

Section 9.01. Tenant's Responsibility.

Tenant shall assume the risk of, be responsible for, have the obligation to insure against, and indemnify Landlord and hold it harmless from any and all liability for any loss of or damage or injury to any person (including death resulting therefrom) or property (other than Landlord's property, the Leased Premises and the Building as provided in Section 8.02) occurring in the Leased Premises, regardless of cause, except for any loss or damage covered by Landlord's all risk coverage insurance as provided in Section 8.02 and except for that caused directly by the sole negligence of Landlord or its employees, agents, customers or invitees; and Tenant hereby releases Landlord from any and all liability for the same. Tenant's obligation to indemnify Landlord hereunder shall include the duty to defend against any claims asserted by reason of such loss, damage or injury and to pay any judgments, settlements, reasonable costs, fees and expenses, including reasonable attorneys' fees, incurred in connection therewith. This provision shall survive the expiration or earlier termination of this Lease.

Section 9.02. Tenant's Insurance.

Tenant shall carry general public liability and property damage insurance, issued by one or more insurance companies reasonably acceptable to Landlord, with the following minimum coverages:

- (a) Worker's Compensation: minimum statutory amount.
- (b) Commercial General Liability Insurance, including blanket, contractual liability, broad form property damage, personal injury, completed operations, products liability, and fire damage: Not less than \$3,000,000 Combined Single Limit for both bodily injury and property damage.
- (c) All Risk Coverage, Vandalism and Malicious Mischief, and Sprinkler Leakage insurance, if applicable, for the full cost of replacement of Tenant's property.

Tenant will either obtain insurance or self insure for business interruption. Tenant acknowledges that Landlord is released from any liability arising during the Lease Term which would have been covered by business interruption insurance, if Tenant had carried such insurance.

The insurance policies required in Section 9.02(b) shall protect Tenant and Landlord as their interests may appear, naming Landlord and Landlord's managing agent and mortgagee as additional insureds, and shall provide that they may not be canceled on less than thirty (30) days' prior written notice to Landlord. Tenant shall furnish Landlord with Certificates of Insurance evidencing all required coverages on or before the Commencement Date. If Tenant fails to carry

such insurance and furnish Landlord with such Certificates of Insurance after a request to do so, Landlord may obtain such insurance and collect the cost thereof from Tenant.

Section 9.03. Landlord's Responsibility.

Landlord shall carry commercial general liability insurance in amounts reasonably acceptable to Landlord. Landlord shall assume the risk of, be responsible for, have the obligation to insure against, and indemnify Tenant and hold it harmless from any and all liability for any loss of or damage or injury to any person (including death resulting therefrom) or property (other than Tenant's property as provided in Section 8.02) occurring in, on or about the Common Areas, regardless of cause, except for that caused by the sole negligence of Tenant or its employees, agents, customers or invitees; and Landlord hereby releases Tenant from any and all liability for the same. Landlord's obligation to indemnify Tenant hereunder shall include the duty to defend against any claims asserted by reason of such loss, damage or injury and to pay any judgments, settlements, costs, fees and expenses, including reasonable attorneys' fees, incurred in connection therewith. This provision shall survive the expiration or earlier termination of this Lease.

ARTICLE 10 - EMINENT DOMAIN

If all or any substantial part of the Building or Common Areas shall be acquired by the exercise of eminent domain, Landlord may terminate this Lease by giving written notice to Tenant on or before the date possession thereof is so taken. If all or any part of the Leased Premises shall be acquired by the exercise of eminent domain so that the Leased Premises shall become unusable by Tenant for the Permitted Use, Tenant may terminate this Lease by giving written notice to Landlord as of the date possession thereof is so taken. All damages awarded shall belong to Landlord; provided, however, that Tenant may claim dislocation damages if such amount is not subtracted from Landlord's award.

ARTICLE 11 - ASSIGNMENT AND SUBLEASE

Tenant shall not assign this Lease or sublet the Leased Premises in whole or in part without Landlord's prior written consent, which consent shall not be unreasonably withheld, delayed or denied. In the event of any permitted assignment or subletting, Tenant shall remain primarily liable hereunder, and except for an assignment or sublease to any Permitted Transferee, as hereinafter defined, any building signage, extension, expansion, rights of first offer, rights of first refusal or other options granted to Tenant under this Lease shall be rendered void and of no further force or effect. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to the assignment of this Lease or the subletting of the Leased Premises. Without in any way limiting Landlord's right to refuse to consent to any assignment or subletting of this Lease, Landlord reserves the right to refuse to give such consent if in Landlord's opinion (i) the Leased Premises are or may be in any way adversely affected; (ii) the business reputation of the proposed assignee or subtenant is unacceptable; (iii) the financial worth of the proposed assignee or subtenant is insufficient to meet the obligations hereunder; or (iv) the proposed assignee or subtenant is a prospective tenant reviewing a proposal from Landlord. Landlord further expressly reserves the right to refuse to give its consent to any subletting if the proposed assignee or subtenant is an existing tenant in the Building unless such existing tenant would use the Leased Premises for the Permitted Use with substantially similar use as Tenant's use. If Landlord refuses to give its consent to any proposed assignment or subletting, Landlord may, at its option, within thirty (30) days after receiving a request to consent, terminate this Lease by giving Tenant thirty (30) days prior written notice of such termination, whereupon each party shall be released from all further obligations and liability hereunder. In no event shall Tenant sublease the Leased Premises in whole or in part for a per square foot rental rate less than the per square foot rental rate hereunder. If Tenant shall make any assignment or sublease, with Landlord's consent, for a rental in excess of the rent payable under this Lease, Tenant shall pay to Landlord fifty percent (50%) of any such excess rental upon receipt. Tenant agrees to reimburse Landlord for reasonable accounting and attorneys' fees incurred in conjunction with the processing and documentation of any requested assignment, subletting or any other hypothecation of this Lease or Tenant's interest in and to the Leased Premises in an amount not to exceed \$500 per request.

Landlord hereby acknowledges that the business to be conducted by Tenant in the Leased Premises requires the installation of certain equipment owned by customers of Tenant and third party telecommunications providers (collectively "Collocators") in order for such Collocators to interconnect with Tenant's telecommunications facilities in the Leased Premises.

Notwithstanding anything to the contrary contained in the Lease, to expedite access to the Leased Premises, Landlord agrees that Tenant may license use of a portion of the Leased Premises to such Collocators, or enter into, Collocation Agreements with the Collocators without Landlord's prior consent. Collocation shall not be considered an assignment or sublease for purposes of the Lease. Tenant represents and warrants that it will require all Collocators to obtain appropriate property and general liability insurance covering the full value of the Collocator's equipment. Tenant agrees to indemnify and hold Landlord harmless from and against any damage or loss to such Collocator's equipment or use of the Leased Premises by such Collocators.

Notwithstanding the foregoing, Tenant may assign the Lease or sublease all or any portion of the Leased Premises without Landlord's consent to any of the following (a "Permitted Transferee"), provided that the Permitted Transferee's financial condition and creditworthiness following the transfer are equal to or exceed those of Tenant: (i) any successor corporation or other entity resulting from a merger or consolidation of Tenant; (ii) any purchaser of all or substantially all of Tenant's assets; or (iii) any entity (or any person or entity owning an interest in such entity) or any person who has an ownership interest in Tenant or any entity in which Tenant has an ownership interest or in which Tenant or a shareholder or principal of Tenant has an ownership interest or any entity or person who controls, is controlled by, or is under common control with Tenant. Tenant shall give Landlord reasonable prior written notice of such assignment or sublease. Any Permitted Transferee shall assume in writing all of Tenant's obligations under this Lease. Tenant shall nevertheless at all times remain fully responsible and liable for the payment of rent and the performance and observance of all of Tenant's other obligations under this Lease. Nothing in this paragraph is intended to nor shall permit Tenant to transfer its interest under this Lease as part of a fraud or subterfuge to intentionally avoid its obligations under this Lease (for example, transferring its interest to a shell corporation that subsequently files a bankruptcy), and any such transfer shall constitute an event of Default hereunder.

ARTICLE 12 - TRANSFERS BY LANDLORD

Section 12.01. Sale of the Building.

Landlord shall have the right to sell the Building at any time during the Lease Term, subject only to the rights of Tenant hereunder; and such sale shall operate to release Landlord from liability hereunder after the date of such conveyance.

Section 12.02. Subordination and Estoppel Certificate.

Landlord shall have the right to subordinate this Lease to any mortgage presently existing or hereafter placed upon the Building by so declaring in such mortgage. Within ten (10) days following receipt of a written request from Landlord, Tenant shall execute and deliver to Landlord, without cost, any instrument which Landlord deems reasonably necessary or desirable to confirm the subordination of this Lease and an estoppel certificate in such form as Landlord may reasonably request certifying (i) that this Lease is in full force and effect and unmodified or stating the nature of any modification, (ii) the date to which rent has been paid, (iii) that there are not, to Tenant's knowledge, any uncured defaults or specifying such defaults if any are claimed, and (iv) any other matters or state of facts reasonably required respecting the Lease. Such estoppel may be relied upon by Landlord and by any purchaser or mortgagee of the Building. Notwithstanding the foregoing, if the mortgagee or any purchaser shall take title to the Leased Premises through foreclosure or deed in lieu of foreclosure, Tenant shall be allowed to continue in possession of the Leased Premises and the areas described in Sections 16.13, 16.15, 16.16 and 16.17 as provided for in this Lease so long as Tenant shall not be in default.

ARTICLE 13 - DEFAULT AND REMEDY

Section 13.01. Default.

The occurrence of any of the following shall be a "Default" or a default:

- (a) Tenant fails to pay any Monthly Rental Installment or Additional Rent within five (5) days after the same is due, or Tenant fails to pay any other amounts due Landlord from Tenant within ten (10) days after the same is due.

Landlord shall provide Tenant with a written notice of such Default and Tenant shall have an additional five (5) days to cure such Default before Landlord exercises its default remedies; provided, however, that Landlord shall not be required to give such notice more than one (1) time with respect to any particular Default, nor more than two (2) times in any consecutive twelve (12) month period with respect to any payment Defaults in the aggregate.

- (b) Tenant fails to perform or observe any other term, condition, covenant or obligation required under this Lease for a period of thirty (30) days after notice thereof from Landlord; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required to cure, then such default shall be deemed to have been cured if Tenant commences such performance within said thirty (30) day period and thereafter diligently completes the required action within a reasonable time.
- (c) Tenant shall assign or sublet all or a portion of the Leased Premises in contravention of the provisions of Article 11 of this Lease.
- (d) All or substantially all of Tenant's assets in the Leased Premises or Tenant's interest in this Lease are attached or levied under execution (and Tenant does not discharge the same within sixty (60) days thereafter); a petition in bankruptcy, insolvency or for reorganization or arrangement is filed by or against Tenant (and Tenant fails to secure a stay or discharge thereof within sixty (60) days thereafter); Tenant is insolvent and unable to pay its debts as they become due; Tenant makes a general assignment for the benefit of creditors; Tenant takes the benefit of any insolvency action or law; the appointment of a receiver or trustee in bankruptcy for Tenant or its assets if such receivership has not been vacated or set aside within thirty (30) days thereafter; or, dissolution or other termination of Tenant's corporate charter if Tenant is a corporation.

Section 13.02. Remedies.

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

- (a) Landlord may re-enter the Leased Premises and cure any Default of Tenant, and Tenant shall reimburse Landlord as Additional Rent for any costs and expenses which Landlord thereby incurs; and Landlord shall not be liable to Tenant for any loss or damage which Tenant may sustain by reason of Landlord's action.
- (b) Landlord may terminate this Lease or, without terminating this Lease, terminate Tenant's right to possession of the Leased Premises as of the date of such Default, and thereafter (i) neither Tenant nor any person claiming under or through Tenant shall be entitled to possession of the Leased Premises, and Tenant shall immediately surrender the Leased Premises to Landlord; and (ii) Landlord may re-enter the Leased Premises and dispossess Tenant and any other occupants of the Leased Premises by any lawful means and may remove their effects, without prejudice to any other remedy which Landlord may have. Upon the termination of this Lease, Landlord may declare the present value (discounted at the Prime Rate) of all rent which would have been due under this Lease for the balance of the Lease Term to be immediately due and payable, whereupon Tenant shall be obligated to pay the same to Landlord, together with all loss or damage which Landlord may sustain by reason of Tenant's Default ("Default Damages"), which shall include without limitation expenses of preparing the Leased Premises for re-letting, demolition, repairs, tenant finish improvements, brokers' commissions and attorneys' fees, it being expressly understood and agreed that the liabilities and remedies specified in this subsection (b) shall survive the termination of this Lease.

- (c) Landlord may, without terminating this Lease, re-enter the Leased Premises and re-let all or any part thereof for a term different from that which would otherwise have constituted the balance of the Lease Term and for rent and on terms and conditions different from those contained herein, whereupon Tenant shall be immediately obligated to pay to Landlord as liquidated damages the present value (discounted at the Prime Rate) of the difference between the rent provided for herein and that provided for in any lease covering a subsequent re-letting of the Leased Premises, for the period which would otherwise have constituted the balance of the Lease Term, together with all of Landlord's Default Damages.
- (d) Landlord may sue for injunctive relief or to recover damages for any loss resulting from the Default.
- (e) In addition to the defaults and remedies described above, the parties agree that if Tenant is in violation of the performance of any (but not necessarily the same) term or condition of this Lease three (3) or more times during any twelve (12) month period, regardless of whether such violations are ultimately cured, then such conduct shall, at Landlord's option, represent a separate Default.

Section 13.03. Landlord's Default and Tenant's Remedies.

Landlord shall be in default if it fails to perform any term, condition, covenant or obligation required under this Lease for a period of thirty (30) days after written notice thereof from Tenant to Landlord; provided, however, that if the term, condition, covenant or obligation to be performed by Landlord is such that it cannot reasonably be performed within thirty days, such default shall be deemed to have been cured if Landlord commences such performance within said thirty-day period and thereafter diligently completes the required action within a reasonable time. Upon the occurrence of any such default, Tenant may sue for injunctive relief or to recover damages for any loss directly resulting from the breach, but Tenant shall not be entitled to terminate this Lease or withhold, offset or abate any sums due hereunder.

Section 13.04. Limitation of Landlord's Liability.

If Landlord shall fail to perform any term, condition, covenant or obligation required to be performed by it under this Lease and if Tenant shall, as a consequence thereof, recover a money judgment against Landlord, Tenant agrees that it shall look solely to Landlord's right, title and interest in and to the Building for the collection of such judgment; and Tenant further agrees that no other assets of Landlord shall be subject to levy, execution or other process for the satisfaction of Tenant's judgment.

Section 13.05. Nonwaiver of Defaults.

Neither party's failure or delay in exercising any of its rights or remedies or other provisions of this Lease shall constitute a waiver thereof or affect its right thereafter to exercise or enforce such right or remedy or other provision. No waiver of any default shall be deemed to be a waiver of any other default. Landlord's receipt of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction. No act or omission by Landlord or its employees or agents during the Lease Term shall be deemed an acceptance of a surrender of the Leased Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord.

Section 13.06. Attorneys' Fees.

If either party defaults in the performance or observance of any of the terms, conditions, covenants or obligations contained in this Lease and the non-defaulting party obtains a judgment against the defaulting party, then the defaulting party agrees to reimburse the non-defaulting party for reasonable attorneys' fees incurred in connection therewith.

Section 13.07. Mitigation of Damages.

If Tenant defaults and/or if Landlord terminates this Lease or Tenant's right to possession, Landlord shall have an obligation to mitigate Landlord's damages. Landlord shall be required only to use reasonable efforts to mitigate, which shall not exceed such efforts as Landlord generally uses to lease other space in the Building. Landlord will not be deemed to have failed to mitigate if Landlord leases any other portions of the Building before reletting all or any portion of the Leased Premises. Landlord shall not be deemed to have failed to mitigate if it incurs reasonable reletting costs. In recognition that the value of the Building depends on the rental rates and terms of leases therein, Landlord's rejection of a prospective replacement tenant based on an offer of rentals below Landlord's published rates for new leases of comparable space at the Building at the time in question, or Landlord's option, below the rates provided in this Lease, or containing terms less favorable than those contained herein, shall not give rise to a claim by Tenant that Landlord failed to mitigate Landlord's damages. Tenant shall bear the burden of proof that Landlord failed to mitigate.

ARTICLE 14 - LANDLORD'S RIGHT TO RELOCATE TENANT

Landlord shall have the right upon at least sixty (60) days' prior written notice to Tenant to relocate Tenant and to substitute for the Leased Premises other space in the Building containing at least as much rentable area as the Leased Premises. Such substituted space shall be improved by Landlord, at its expense, with improvements at least equal in quantity and quality to those in the Leased Premises. Landlord shall reimburse Tenant for all actual expenses incurred in connection with such relocation. Tenant shall have the right to move Tenant's equipment including Tenant's Equipment, and Landlord shall reimburse Tenant for such costs. Landlord shall use commercially reasonable efforts to schedule such relocation so as to limit the amount of time Tenant can not operate its business. In no event shall Landlord be liable to Tenant for any consequential damages as a result of any such relocation, including, but not limited to, loss of business income or opportunity.

ARTICLE 15 - TENANT'S RESPONSIBILITY REGARDING ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES

Section 15.01. Environmental Definitions.

- A. "Environmental Laws" - All present or future federal, state and municipal laws, ordinances, rules and regulations applicable to the environmental and ecological condition of the Leased Premises, the rules and regulations of the Federal Environmental Protection Agency or any other federal, state or municipal agency or governmental board or entity having jurisdiction over the Leased Premises.
- B. "Hazardous Substances" - Those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances" "solid waste" or "infectious waste" under Environmental Laws.

Section 15.02. Compliance.

Tenant, at its sole cost and expense, shall promptly comply with the Environmental Laws including any notice from any source issued pursuant to the Environmental Laws or issued by any insurance company which shall impose any duty upon Tenant with respect to Tenant's particular use, occupancy, maintenance or alteration of the Leased Premises whether such notice shall be served upon Landlord or Tenant.

Section 15.03. Restrictions on Tenant.

Tenant shall operate its business and maintain the Leased Premises in compliance with all Environmental Laws. Tenant shall not cause or permit the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under or about the Leased Premises, or the transportation to or from the Leased Premises of any Hazardous Substances, except as necessary and appropriate for its Permitted Use in which case

the use, storage or disposal of such Hazardous Substances shall be performed in compliance with the Environmental Laws and the standards prevailing in the industry.

Section 15.04. Notices, Affidavits, Etc.

Tenant shall immediately notify Landlord of (i) any violation by Tenant, its employees, agents, representatives, customers, invitees or contractors of the Environmental Laws on, under or about the Leased Premises, or (ii) the presence or suspected presence of any Hazardous Substances on, under or about the Leased Premises and shall immediately deliver to Landlord any notice received by Tenant relating to (i) and (ii) above from any source. Tenant shall execute affidavits, representations and the like within five (5) days of Landlord's request therefor concerning Tenant's best knowledge and belief regarding the presence of any Hazardous Substances on, under or about the Leased Premises.

Section 15.05. Landlord's Rights.

Subject to Section 5.03 above, Landlord and its agents shall have the right, but not the duty, upon advance notice (except in the case of emergency when no notice shall be required) to inspect the Leased Premises and the areas described in Sections 16.13, 16.15, 16.16 and 16.17 and conduct tests thereon to determine whether or the extent to which there has been a violation of Environmental Laws by Tenant or whether there are Hazardous Substances on, under or about the Leased Premises. In exercising its rights herein, Landlord shall use reasonable efforts to minimize interference with Tenant's business but such entry shall not constitute an eviction of Tenant, in whole or in part, and Landlord shall not be liable for any interference, loss, or damage to Tenant's property or business caused thereby except to the extent caused by the negligence or willful misconduct of Landlord, its employees, contractors and agents.

Section 15.06. Tenant's Indemnification.

Tenant shall indemnify Landlord and Landlord's managing agent from any and all claims, losses, liabilities, costs, expenses and damages, including reasonable attorneys' fees, costs of testing and remediation costs, incurred by Landlord in connection with any breach by Tenant of its obligations under this Article 15. The covenants and obligations under this Article 15 shall survive the expiration or earlier termination of this Lease.

Section 15.07. Existing Conditions.

Notwithstanding anything contained in this Article 15 to the contrary, Tenant shall not have any liability to Landlord under this Article 15 resulting from any conditions existing, or events occurring, or any Hazardous Substances existing or generated, at, in, on, under or in connection with the Leased Premises and the areas described in Sections 16.13, 16.15, 16.16 and 16.17 prior to the Commencement Date of this Lease except to the extent Tenant has knowledge of such condition and exacerbates the same. As of the date of this Lease, Landlord has not received written notice and has no actual knowledge that the Leased Premises or the Building are in violation of any Environmental Laws.

ARTICLE 16 - MISCELLANEOUS

Section 16.01. Benefit of Landlord and Tenant.

This Lease shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and assigns.

Section 16.02. Governing Law.

This Lease shall be governed in accordance with the laws of the State where the Building is located.

Section 16.03. Guaranty.

[Intentionally Omitted]

Section 16.04. Force Majeure.

Landlord and Tenant (except with respect to the payment of any monetary obligation) shall be excused for the period of any delay in the performance of any obligation hereunder when such delay is occasioned by causes beyond its control, including but not limited to work stoppages, boycotts, slowdowns or strikes; shortages of materials, equipment, labor or energy; unusual weather conditions; or acts or omissions of governmental or political bodies.

Section 16.05. Examination of Lease.

Submission of this instrument for examination or signature to Tenant does not constitute a reservation of or option for Lease, and it is not effective as a Lease or otherwise until execution by and delivery to both Landlord and Tenant.

Section 16.06. Indemnification for Leasing Commissions.

The parties hereby represent and warrant that the only real estate brokers involved in the negotiation and execution of this Lease are the Brokers noted in Item I of Section 1.01 above, except John Jay Schwartz of Have Site Will Travel, Ltd. is a broker who represents Tenant and is being paid by Tenant pursuant to a separate agreement. Each party shall indemnify the other from any and all liability for the breach of this representation and warranty on its part and shall pay any compensation to any other broker or person who may be entitled thereto.

Section 16.07. Notices.

Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if it (together with all required copies) is written and delivered in person or by overnight courier or mailed by certified mail return receipt requested, postage prepaid, to the party who is to receive such notice at the address specified in Article 1. If sent by overnight courier, the notice shall be deemed to have been given on the date which is one (1) business day following sending. If mailed, the notice shall be deemed to have been given on the date which is three (3) business days following mailing. Either party may change its address and/or addresses by giving written notice thereof to the other party.

Section 16.08. Partial Invalidity; Complete Agreement.

If any provision of this Lease shall be held to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect. This Lease represents the entire agreement between Landlord and Tenant covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties. No change or addition shall be made to this Lease except by a written agreement executed by Landlord and Tenant.

Section 16.09. Financial Statements.

During the Lease Term and any extensions thereof, Tenant shall provide to Landlord upon Landlord's request but not more often than once per year, a copy of Tenant's most recent financial statements (certified and audited if the Minimum Annual Rent hereunder exceeds \$100,000.00) prepared as of the end of Tenant's fiscal year. Such financial statements shall be signed by Tenant who shall attest to the truth and accuracy of the information set forth in such statements, or if the Minimum Annual Rent hereunder exceeds \$100,000.00, said statements shall be certified and audited. All financial statements provided by Tenant to Landlord hereunder shall be prepared in conformity with generally accepted accounting principles, consistently applied. Landlord shall keep such financial statements confidential.

Section 16.10. Representations and Warranties.

The undersigned represent and warrant that (i) such party is duly organized, validly existing and in good standing (if applicable) in accordance with the laws of the state under which it was

organized; and (ii) the individual executing and delivering this Lease has been properly authorized to do so, and such execution and delivery shall bind such party.

Section 16.11. Agency Disclosure.

Tenant acknowledges having previously received the Agency Disclosure Statement attached. The broker as provided in Item I of the Basic Lease Provisions, its agents and employees, have represented only Landlord, and have not in any way represented Tenant, in the marketing, negotiation, and completion of this lease transaction.

Section 16.12. Signage.

Landlord at its cost and expense shall provide Tenant with Building standard signage at the suite entrance of the Leased Premises.

Section 16.13. Parking.

During the Lease Term, Tenant shall be entitled to one (1) reserved parking space in the parking garage servicing the Building as designated by Landlord and upon payment of the appropriate monthly parking fee established from time to time by the managing agent of the parking garage. Tenant agrees that its employees and agents will not park in spaces designated "visitor parking." In the event of an emergency, Tenant shall have access to the Building and the right to park in a parking space in the parking garage servicing the Building after normal business hours, on holidays and weekends at a location designated by Landlord. At Landlord's sole discretion which right may be revoked or modified by Landlord at any time, Tenant shall have the right to park in one parking space in the parking garage after normal business hours, on holidays and weekends at a location designated by Landlord.

Section 16.14. Emergency Power.

Landlord agrees to allow Tenant (i) to provide emergency power to the Leased Premises in the form of a Hubbell plug, and/or back-up power generator ("Tenant's Generator") and diesel fuel tank in a location outside the Leased Premises in the southeast corner of parking level P-2 in the parking garage servicing the Building as further depicted on Exhibit B, and (ii) to test Tenant's Generator on a regular basis after normal business hours, on the weekend, upon prior notice to Landlord and at times approved by Landlord. Tenant shall provide Landlord with drawings, plans and specifications relating to the installation of Tenant's Generator and diesel fuel tank which shall include the erection of a fence around Tenant's Generator and diesel fuel tank of such materials which shall prevent Tenant's Generator from being viewed from outside such fence. Landlord shall approve the drawings, plans and specifications for Tenant's Generator and diesel fuel tank prior to Tenant's installation of such. Notwithstanding anything in this section to the contrary, Tenant shall be responsible for all costs associated with the installation, maintenance and use of Tenant's Generator and diesel fuel tank and shall provide Landlord with copies of all governmental permits required for the installation of Tenant's Generator and diesel fuel tank prior to such installation. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all liability, damages (including, but not limited to personal injury, death and property damages), costs, expenses and reasonable attorney's fees incurred by Landlord arising from Tenant's Generator and diesel fuel tank, or related cause whatsoever, including those arising from the installation, use, maintenance and removal thereof but excluding those caused by the negligence or willful misconduct of Landlord, its employees, contractors and agents. Tenant shall at all times maintain and repair Tenant's Generator and diesel fuel tank. Tenant agrees to remove Tenant's Generator, diesel fuel tank and any fencing upon the expiration or earlier termination of this Lease and restore the area to the condition it was in prior to such installation, reasonable wear and tear or damage by casualty excepted.

Section 16.15. Antenna Installation.

- A. Antenna Space. "Antenna Space" shall mean the surface of the roof of the Building in the location to be determined by Landlord.

- B. Antenna. "Antenna" shall mean the antenna and related equipment as more particularly set forth on Exhibit D attached hereto.
- C. License of Antenna Space. Provided Tenant is not in Default hereunder, and provided further that Tenant complies with all zoning and other municipal and county rules and regulations, Tenant shall have the exclusive right, at its own cost and expense and subject to the terms hereof, to install, operate and maintain the Antenna on the Antenna Space, so long as the Antenna is used exclusively for Tenant's use and not sold to or utilized in any manner by a third party. Tenant shall not be required to pay to Landlord a rooftop license fee. Tenant agrees to provide to Landlord the dimensions of the Antenna prior to the installation of the Antenna. Tenant shall be solely responsible for obtaining any necessary permits and licenses required to install and operate the Antenna. Copies of such permits and licenses shall be provided to Landlord.
- D. Installation of the Antenna.
- (i) Tenant understands and agrees that the structural integrity and the load bearing capability of the roof of the Building, the moisture resistance of the Building membrane, and the ability of Landlord to use all parts of the roof of the Building are of critical importance to Landlord. Tenant, therefore, agrees that Tenant shall not penetrate the roof membrane and that any specifications and plans that it will provide shall be of sufficient specificity to ensure that these concerns are protected. Landlord's approval of any installation is not a representation that such installation of the Antenna is in compliance with all applicable laws, ordinances, rules and regulations or that it will not cause interference with other communications operations on the property where the Building is located ("Property"). Tenant will notify Landlord at least two (2) days prior to commencing Tenant's installation of the Antenna.
 - (ii) Tenant shall use the roofing company specified by the Landlord to perform any work affecting the roof, provided the quality and timeliness of such roofer and the costs charged by such roofer are competitive with quality, timeliness and charges for similar services within the same geographic region. All cable runs, conduit and sleeving shall be installed in a good and workmanlike manner. Cables and transmission lines shall be routed and attached in accordance with current, state of the art industry practices. The Antenna shall be identified with permanently marked, weather proof tags at the following locations: (i) at each antenna bracket; (ii) at the transmission line building entry point; (iii) at the interior wall feed through or any other transmission line exit point; and (iv) at any transmitter combiner, duplexer, or multifed receive port. In addition, all Tenant telephone blocks, demarcs, and cables shall be clearly identified with the Tenant's name, type of line, and circuit number.
- E. Roof Work. If, during the Lease Term, Landlord needs to perform maintenance work to Landlord's equipment on the roof of the Building or repair or replace the roof of the Building ("Roof Work"), Tenant agrees to cooperate and work with Landlord to achieve said Roof Work. Landlord agrees to provide at least thirty (30) days prior notice to Tenant of its intention to perform the Roof Work; except in the case of emergency Roof Work in which case Landlord shall give as much notice as possible under the circumstances. Such Roof Work may require the temporary relocation of any portion of the Antenna at Tenant's cost and expense or Tenant's installation of temporary equipment. Moreover, if a temporary relocation of the Antenna is required to accommodate the Roof Work, Landlord agrees to exercise commercially reasonable efforts to identify a technically feasible alternative location for the relocation portion of the Antenna which will not impede the Roof Work. Notwithstanding the foregoing, Tenant shall move the Antenna back to its original location after the Roof Work is completed unless the parties agree to utilize the relocated area permanently. Landlord agrees to pay the reasonable cost and expense to relocate the Antenna if Landlord requires the Antenna to be relocated so that Landlord can do Roof Work more than one time during the Lease Term.

- F. Interference. Tenant shall not use the Antenna Space or the Antenna in any way that interferes with the use and enjoyment of the Property by: (i) Landlord, (ii) tenants or licensees of Landlord leasing or licensing space in the Building primarily for the same or similar use as a majority of the other tenants or licensees in the Building and which is consistent with the purpose for which the Building is operated ("Building Tenants"), or (iii) tenants or licensees of Landlord who commenced occupancy at the Building on a date which precedes the date Tenant installs the Antenna, and who are leasing or licensing space from Landlord and using the Property as a communications transmitting or receiving site ("Existing Licensees"). The operation of the Antenna shall not interfere with the maintenance or operation of the Building, including but not limited to the roof, MATV, CATV or other video systems, HVAC systems, electronically controlled elevator systems, computers, telephone systems, or any other system serving the Building and/or its occupants. The operation of the Antenna shall not interfere with radio or telecommunication equipment installed by telecommunication service providers at the Building prior to the installation of the Antenna. Tenant shall indemnify Landlord and hold Landlord harmless from all reasonable expenses, costs, damages, loss, claims or other expenses and liabilities arising from any such interference. Tenant agrees to cease all operations (except for testing as approved by Landlord) within twenty-four (24) hours of receipt of notice from Existing Licensees of such interference and to continue to cease all operations until the interference has been corrected to the sole satisfaction of the Landlord. If such interference has not been corrected within thirty (30) days, Landlord may require Tenant to remove the specific items from the Antenna causing such interference. All operations by Tenant shall be lawful and in compliance with all FCC rules and regulations. Tenant shall be responsible for all costs associated with any tests deemed necessary to resolve any and all interference which Landlord determines or reasonably believes is being caused by the Antenna or Tenant's use thereof.
- G. Noise. Tenant shall not allow any excessive or objectionable levels of noise to be generated by the Antenna during normal operations.
- H. Emergencies. Notwithstanding the foregoing, if an emergency situation exists which Landlord reasonably determines, in its sole discretion, to be attributable to the Antenna, Landlord shall immediately notify Tenant verbally, who shall act diligently and expediently to remedy the emergency situation. Should Tenant fail to so remedy the emergency situation or should Landlord reasonably determine that the response time by Tenant is not adequate given the nature of the emergency, Landlord may then shut down the Antenna and Tenant shall have no recourse against Landlord as a result of such action.
- I. Removal of the Antenna upon Termination. Following any termination or expiration of this Lease, Tenant shall remove the Antenna from the Building. In performing such removal, Tenant shall restore the Antenna Space and any personal property and fixtures thereon to as good a condition as they were prior to the installation or placement of the Antenna, reasonable wear and tear and damage by casualty excepted. If Tenant fails to remove the Antenna within thirty (30) days after expiration or earlier termination of this Lease, Landlord may remove and dispose of the Antenna and Tenant shall reimburse Landlord for the costs of such removal and restoration of the Antenna Space. Moreover, Landlord may deem the Antenna abandoned in which event the Antenna shall become Landlord's property. This subsection (i) shall survive the expiration or earlier termination of the Lease.
- J. Utilities. Tenant shall be responsible for obtaining and paying for all utilities to operate the Antenna.
- K. Marking and Lighting Requirements. Tenant shall construct and install the Antenna at the Building in compliance with all marking and lighting requirements of the Federal Aviation Administration and the Federal Communications Commission.
- L. Electromagnetic Emissions. Tenant shall at all times comply with any Federal, state or local law, rule or regulation pertaining to non-ionizing radiation or electromagnetic emissions, that is either currently enacted or that may become enacted or promulgated

during the term hereof. Tenant shall be responsible for such compliance either with respect to the Antenna individually or the integration of the Antenna with any other communication facilities or other electromagnetic emitting facilities on the Property. Tenant shall provide at its sole cost and expense any documentation required to evidence such compliance as well as performing all tests to obtain such required documentation. Tenant shall, at its sole cost and expense, and subject to Landlord's approval as provided in the Lease perform such alterations or adjustments to the Antenna that may be required during the term hereof due to a change in law or the implementation of a new law.

- M. Indemnification. Any language in the Lease notwithstanding, Landlord shall not be liable and Tenant shall indemnify, defend and hold Landlord harmless from and against any and all liability, damages (including but not limited to personal injury, death, or property damages), costs, expenses, and reasonable attorneys' fees incurred by Landlord arising from any Antenna related cause whatsoever, including those arising from the installation, use, maintenance and removal thereof but excluding those arising from the negligence or willful misconduct of Landlord, its employees, contractors and agents.

Section 16.16. Fifth Floor Roof Rights.

During the Lease Term, Tenant shall have the exclusive right to use up to approximately 300 square feet of space (or such additional square footage as shall be or shall have been approved by Landlord in the plans and specifications), on the 5th floor roof of the Building in a location acceptable to Landlord and Tenant (the "Roof Space") to install dry coolers (the "Fifth Floor Roof Equipment") to supplement the heating, ventilating and air conditioning system serving the Leased Premises (the "Fifth Floor Roof Rights"). Tenant shall provide Landlord with drawings, plans and specifications relating to the installation of the Fifth Floor Roof Equipment. Landlord shall approve the drawings, plans and specifications for the Fifth Floor Roof Equipment prior to Tenant's installation of such which approval shall not be unreasonably withheld or delayed. Commencing on the later of the Commencement Date or the date Tenant occupies the Roof Space and continuing so long as Tenant has the Fifth Floor Roof Equipment on the Roof Space, Tenant shall pay Landlord a rental rate of Five Hundred Dollars (\$500.00) per month (prorated for any partial month) payable to Landlord as Additional Rent hereunder on the first day of each month during the Lease Term for the Fifth Floor Roof Rights. Notwithstanding anything in this section to the contrary, Tenant shall be responsible for all costs associated with the installation, maintenance and use of the Fifth Floor Roof Equipment and shall provide Landlord with copies of all governmental permits required for the installation of the Fifth Floor Roof Equipment prior to such installation. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all liability, damages (including, but not limited to personal injury, death and property damages), costs, expenses and reasonable attorney's fees incurred by Landlord arising from the Fifth Floor Roof Equipment, or related cause whatsoever, including those arising from the installation, use, maintenance and removal thereof but excluding those caused by the negligence or willful misconduct of Landlord, its employees, contractors or agents. Tenant agrees to remove the Fifth Floor Roof Equipment upon the expiration or earlier termination of the Lease and restore the area to the condition it was in prior to such installation, reasonable wear and tear or damage by casualty excepted.

Section 16.17. Riser Rights.

During the initial Lease Term, Tenant shall have the non-exclusive right to four (4) 4" vertical risers in the Building to install equipment and cabling (the "Riser Equipment") to operate Tenant's business for the Permitted Use defined in Item J of the Basic Lease Provisions (the "Riser Rights"). The risers shall consist of those existing as of the date of this Lease or new risers to be installed by Tenant, at Tenant's sole cost and expense as determined by Landlord. Tenant shall provide Landlord with drawings, plans and specifications relating to the installation of the Riser Equipment. Landlord shall approve the drawings, plans and specifications for the Riser Equipment prior to Tenant's installation of such which approval shall not be unreasonably withheld or delayed. Commencing on the Commencement Date, Tenant shall pay Landlord a rental rate of Five Hundred Dollars (\$500.00) per month (prorated for any partial month) payable to Landlord as Additional Rent hereunder on the first day of each month during the Lease Term for the Riser Rights. Notwithstanding anything in this section to the contrary, Tenant shall be

responsible for all costs associated with the installation, maintenance and use of the Riser Equipment and shall provide Landlord with copies of all governmental permits required for the installation of the Riser Equipment prior to such installation. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all liability, damages (including, but not limited to personal injury, death and property damages), costs, expenses and reasonable attorney's fees incurred by Landlord arising from the Riser Equipment, or related cause whatsoever, including those arising from the installation, use, maintenance and removal thereof but excluding those caused by the negligence or willful misconduct of Landlord, its employees, contractors and agents. Tenant agrees to remove the Riser Equipment upon the expiration or earlier termination of the Lease and restore the area to the condition it was in prior to such installation, reasonable wear and tear or damage by casualty excepted. Tenant shall have the right, to the extent available, to use the junction boxes or pull boxes or comparable industry standard boxes existing in the Building to interconnect with existing or future tenants of the Building who have signed agreements for Tenant's services. Upon termination of the Lease Term, Tenant shall remove its wiring and/or cabling from such junction boxes, pull boxes or comparable industry standard boxes.

Section 16.18. Option to Extend.

- A. Grant and Exercise of Option. Provided that (i) Tenant is not in Default hereunder, and (ii) Tenant originally named herein or a Permitted Transferee remains in possession of the entire Leased Premises for the term immediately preceding the Extension Term (as defined below), Tenant shall have the option to extend the Lease Term for three (3) additional periods of five (5) years each (the "Extension Term(s)"). Each Extension Term shall be upon the same terms and conditions contained in this Lease for the original Term except (i) this provision giving three (3) extension options shall be amended to reflect the remaining options to extend, if any, and (ii) the Minimum Annual Rent shall be adjusted as set forth below (the "Rent Adjustment"). Tenant shall exercise each option by (i) delivering to Landlord, no later than nine (9) months prior to the expiration of the preceding term, written notice of Tenant's desire to extend the term of the Lease, and (ii) delivering to Landlord within thirty (30) days of receipt of the Rent Adjustment, written notice of its acceptance thereof. Unless Landlord otherwise agrees in writing, Tenant's failure to timely exercise such option shall waive it and any succeeding option. Landlord shall notify Tenant of the amount of the Rent Adjustment no later than seven (7) months prior to the commencement of the Extension Term. If Tenant properly exercises its option to extend, Landlord and Tenant shall execute an amendment to this Lease reflecting the terms and conditions of the Extension Term.
- B. Market Rent Adjustment. The Minimum Annual Rent for the applicable Extension Term shall be an amount equal to the Minimum Annual Rent then being quoted by Landlord to prospective renewal tenants of the Building, and if none, then in similar buildings in the vicinity; provided, however, that in no event shall the Minimum Annual Rent during any Extension Term be less than the highest Minimum Annual Rent payable during the immediately preceding term. The Monthly Rental Installments shall be an amount equal to one-twelfth (1/12) of the Minimum Annual Rent for the Extension Term and shall be paid at the same time and in the same manner as provided in the Lease.

Section 16.19. Indemnification Limitation.

Notwithstanding any indemnity clause contained in this Lease, Landlord and Tenant agree that neither party can be paid twice (through an insurance claim and by Tenant or Landlord) for the same claim.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

LANDLORD:

DUKE REALTY LIMITED PARTNERSHIP,
an Indiana limited partnership

By: Duke Realty Corporation,
its general partner

By: Robert D. Fessler
Robert D. Fessler
Senior Vice President

TENANT:

DOMINION TELECOM, INC.,
a Virginia corporation

By: Charles Vassallo

Printed: CHARLES VASSALLO
Vice President-Strategy,
Finance & Support Services

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Robert D. Fessler, by me known and by me known to be the Senior Vice President of Duke Realty Corporation, an Indiana corporation, the general partner of Duke Realty Limited Partnership, an Indiana limited partnership, who acknowledged the execution of the foregoing "Lease" on behalf of said partnership.

WITNESS my hand and Notarial Seal this 18 day of October, 2002.



NAOMI GUMP
Notary Public, State of Ohio
My Commission Expires July 22, 2007
Resident of Hamilton County

Naomi Gump
Notary Public

(Printed Signature)

My Commission Expires: _____

My County of Residence: _____

STATE OF Virginia)
) SS:
COUNTY OF Henrico)

Before me, a Notary Public in and for said County and State, personally appeared Charles Vassallo, by me known and by me known to be the VP-Finance of Dominion Telecom, Inc., a Virginia corporation, who acknowledged the execution of the foregoing "Lease" on behalf of said corporation.

WITNESS my hand and Notarial Seal this 11th day of October, 2002.

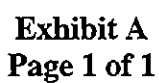
Cheryl C. Jones
Notary Public

Cheryl C. Jones
(Printed Signature)

My Commission Expires: 9/30/05

My County of Residence: Charles City

g:\real estate\cincinnati office\312-plum\leases\dominion telecom, inc.doc 10/9/2002 11:54 AM



October 8, 2002

Dave Sarver
SWSG
1821 Michael Faraday Drive, Suite 302
Reston, VA 20190

**RE: Dominion POP, Cincinnati Ohio
PLAN REVIEW
312 Plum St.
Cincinnati, Ohio 45202**

Dear Dave:

The landlord will approve your revised drawings dated 9/27/02 subject to the following conditions:

1. The structural details for the proposed battery bank have been revised based on my letter of 9/16/02, but the framing plan has not been revised.
2. SWSG drawings propose running refrigerant lines through space on the 6th floor currently occupied by the L.M. Berry Company. We will present this to L.M. Berry and our approval is contingent on L. M. Berry approval. If LM Berry does not approve this installation, the refrigerant lines must be routed up the exterior of the building within a landlord approved architectural enclosure.
3. The plans need to be revised to reflect the newly proposed generator location. This location (SE corner of parking level P-2) is approved subject to landlord review and approval of the plans and structural details. We suggest that the generator be enclosed in a concrete block room to alleviate noise within the garage and be installed on vibration isolation dampers to minimize transference of vibration to the building structure.
4. If Dominion chooses not to relocate the generator, SWSG drawing's proposed routing of the generator exhaust and fuel vent lines will cause the lines to run through space currently occupied by Intrieve. We will present this to Intrieve and our approval is contingent on Intrieve's approval.
5. The Landlord requires that all vertical runs of exhaust pipe and fuel vent lines be enclosed in an 8" concrete block enclosure from floor to deck.

6. The Landlord requires that the generator exhaust line be run along the ceiling of P – 1 as far to the south as practicable, with it's roof penetration as close to the existing generator exhaust lines as possible.
7. The Landlord requires that the generator exhaust terminate at the building's third street lot line, at an elevation above the roof no higher than the existing generator exhaust lines so as not to further obstruct views from the fifth floor office space. (If this causes work to be done to the existing exhaust lines or supports, this work will be at the sole cost of Dominion.) This work is subject to the Landlord's final review and approval of the installation.
8. The design and detailing of the Battery Room exhaust louver is subject to the Landlord's final review and approval of the installation.
9. Architectural, Structural, Mechanical and Electrical drawings have not been reviewed for building code compliance. It is the responsibility of SWSG and Dominion to be certain that all work complies with all local and State Building, Mechanical, and Electrical codes.

The Landlord also requires review of Security, and Fire Protection plans yet to be provided.

Thank you for the opportunity to be of service.

Sincerely,

Timothy A. Koch
Project Manager

cc: Steve Blanck, Tenant Finish Manager
Kathy Wilkinson, Property Manager
Jay Morey, Leasing Representative
Steve Stenger, Superintendent

DOMINION TELECOM
312 PLUM
TABLE OF DRAWINGS

<u>DRAWING</u>	<u>TITLE</u>	<u>DATE</u>
T1	Building Data, General Notes & Drawing Index	9/27/02
A1	Schedules, Partition Types, & Demolition Plan, Details & Notes	9/27/02
A2	Seventh Floor New Work Plan, Details & Notes	9/27/02
A3	Seventh Floor Reflected Ceiling Plan, Details & Notes	9/27/02
A4	Seventh Floor Ceiling Finish Plan and Transition Details	9/27/02
A5	Sixth Floor / Partial Roof Plan, Details & Notes	9/27/02
S1	Equipment Framing Plan, Sections & Notes	9/27/02
M1	General Notes & Schedules	9/27/02
M2	Proposed Ductwork Plan	9/27/02
M3	HVAC Piping Plans	9/27/02
M4	Generator Plans	9/27/02
P1	Plumbing Plan	9/27/02
FP1	Sprinkler Demolition & Fire	9/27/02
FP2	Fire Alarm System Plan	9/27/02
DC1	DC Power – Single Line Diagram & Elevations	9/27/02
DC2	Power & Grounding Plan	9/27/02
DC3	Demolition Plan	9/27/02
DC4	Rack Location Layout Plan	9/27/02
DC5	Cable Tray Plan, Details & Notes	9/27/02
DC6	Fiber Duct Plan & Details	9/27/02
DC7	Cable Tray Support Plan	9/27/02
E1	Notes, Symbols & Abbreviations	9/27/02
E2	Single Line Diagram, Notes & Schedules	9/27/02

DOMINION TELECOM
312 PLUM
TABLE OF DRAWINGS

E3	Demolition Plan & Power Plan	9/27/02
E4	Parking Level Fourth & Sixth Floor Roof Plans	9/27/02
E5	Electrical Eighth Floor Lighting & Coordination Plans	9/27/02
E6	Grounding Riser, Plan & Details	9/27/02
E7	Telephone, Data & Fiber Plan & Details	9/27/02
E8	Facility Alarm & Control Diagrams	9/27/02

**Final Plans & Specifications
as provided by Tenant and
approved by Landlord, shall
be attached here to.**

EXHIBIT C

RULES AND REGULATIONS

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors or halls shall not be obstructed or used for any purpose other than ingress and egress. Landlord may control the Common Areas.

2. No awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Leased Premises other than Landlord standard drapes without Landlord's prior written approval. All electric ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent, of a quality, type, design and bulb color approved by Landlord. Neither the interior nor the exterior of any windows shall be coated or otherwise sunscreened without written consent of Landlord.

3. No sign, advertisement, notice or handbill shall be exhibited, distributed, painted or affixed by any tenant on, about or from any part of the Leased Premises or the Building without the prior written consent of Landlord. In the event of the violation of the foregoing by any tenant, Landlord may remove or stop same without any liability, and may charge the expense incurred in such removal or stopping to tenant. Standard interior signs on doors and lobby directory shall be inscribed, painted or affixed for each tenant by the Landlord, and shall be of a size, color and style acceptable to Landlord. The lobby directory will be provided exclusively for the display of the name and location of tenants only, and Landlord reserves the right to exclude any other names therefrom. Nothing may be placed on the exterior of corridor walls or corridor doors other than Landlord's standard lettering.

4. The sashes, sash doors, windows, and doors that reflect or admit light and air into halls, passageways or other public places in the Building shall not be covered or obstructed by tenant.

5. The sinks and toilets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the tenant who, or whose subtenants, assignees or any of their servants, employees, agents, visitors or licensees shall have caused the same.

6. No tenant shall mark, paint, drill into, or in any way deface any part of the Leased Premises or the Building. No boring, cutting or stringing of wires or laying of linoleum or other similar floor coverings shall be permitted, except with the prior written consent of the Landlord and as the Landlord may direct. Landlord shall direct electricians as to where and how telephone or telegraph wires are to be introduced. No boring or cutting for wires or stringing of wires will be allowed without written consent of Landlord. The location of telephones, call boxes and other office equipment affixed to the Leased Premises shall be subject to the approval of Landlord.

7. No bicycles, vehicles, birds or animals of any kind (except seeing eye dogs) shall be brought into or kept in or about the Leased Premises, and no cooking shall be done or permitted by any tenant on the Leased Premises, except microwave cooking, and the preparation of coffee, tea, hot chocolate and similar items for tenants and their employees which shall be permitted provided power shall not exceed that amount which can be provided by a 30 amp circuit. No tenant shall cause or permit any unusual or objectionable odors to be produced or permeate the Leased Premises.

8. The Leased Premises shall not be used for manufacturing or for the storage of merchandise except as such storage may be incidental to the permitted use of the Leased Premises. No tenant shall occupy or permit any portion of the Leased Premises to be occupied as an office for the manufacture or sale of liquor, narcotics, or tobacco in any form, or as a medical office, or as a barber or manicure shop, or an employment bureau without the express written consent of Landlord. The Leased Premises shall not be used for lodging or sleeping or for any immoral or illegal purpose.

9. No tenant shall make, or permit to be made any unseemly or disturbing noises or disturb or interfere with occupants of this or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, phonograph, unusual noise, or in any other way. No tenant shall throw anything out of doors, windows or down the passageways.

10. No tenant, subtenant or assignee nor any of its servants, employees, agents, visitors or licensees, shall at any time bring or keep upon the Leased Premises any inflammable, combustible or explosive fluid, chemical or substance or firearm.

11. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any tenant, nor shall any changes be made in existing locks or the mechanism thereof. Each tenant must upon the termination of his tenancy, restore to the Landlord all keys of doors, offices, and toilet rooms, either furnished to, or otherwise procured by, such tenant and in the event of the loss of keys so furnished, such tenant shall pay to the Landlord the cost of replacing the same or of changing the lock or locks opened by such lost key if Landlord shall deem it necessary to make such changes.

12. No tenant shall overload the floors of the Leased Premises. All damage to the floor, structure or foundation of the Building due to improper positioning or storage items or materials shall be repaired by Landlord at the sole cost and expense of tenant, who shall reimburse Landlord immediately therefor upon demand. All removals or the carrying in or out of any safes, freight, furniture, or bulky matter of any description must take place during the hours which Landlord shall reasonably determine from time to time. The moving of safes or other fixtures or bulky matter of any kind must be done upon previous notice to the superintendent of the Building and under his supervision, and the persons employed by any tenant for such work must be acceptable to Landlord. Landlord reserves the right to inspect all safes, freight or other bulky articles to be brought into the Building and to exclude from the Building all safes, freight or other bulky articles which violate any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part. The Landlord reserves the right to prescribe the weight and position of all safes, which must be placed upon supports approved by Landlord to distribute the weight.

13. No tenant shall purchase janitorial or maintenance or other like services, from any person or persons not approved by Landlord.

14. Landlord shall have the right to prohibit any advertising by any tenant which, in Landlord's opinion tends to impair the reputation of the Building or its desirability as an office location, and upon written notice from Landlord any tenant shall refrain from or discontinue such advertising.

15. Landlord reserves the right to require all persons entering the Building between the hours of 6:00 p.m. and 8:00 a.m. and at all hours on Sunday and legal holidays to register with Landlord's security personnel. Each tenant shall be responsible for all persons entering the Building at tenant's invitation, express or implied. Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of an invasion, mob riot, public excitement or other circumstances rendering such action advisable in Landlord's opinion, Landlord reserves the right without any abatement of rent to require all persons to vacate the Building and to prevent access to the Building during the continuance of the same for the safety of the tenants and the protection of the Building and the property in the Building.

16. Any persons employed by any tenant to do janitorial work or other work in the Leased Premises shall, while in the Building and outside of the Leased Premises, be subject to and under the control and direction of the superintendent of the Building (but not as an agent or servant of said superintendent or of the Landlord), and tenant shall be responsible for all acts of such persons.

17. Canvassing, soliciting and peddling in the Building are prohibited, and each tenant shall report and otherwise cooperate to prevent the same.

18. All office equipment of any electrical or mechanical nature shall be placed by tenant in the Leased Premises in settings which will, to the maximum extent possible, absorb or prevent any vibration, noise and annoyance.

19. No air-conditioning unit or other similar apparatus shall be installed or used by any tenant without the written consent of Landlord.

20. There shall not be used in any space, or in the public halls of the Building, either by any tenant or others, any hand trucks except those equipped with rubber tires and rubber side guards.

21. The scheduling of tenant move-ins shall be subject to the reasonable discretion of Landlord.

22. The Building is a smoke-free Building. Smoking is strictly prohibited within the Building. Smoking shall only be allowed in areas designated as a smoking area by Landlord. Tenant and its employees, representatives, contractors or invitees shall not smoke within the Building or throw cigar or cigarette butts or other substances or litter of any kind in or about the Building, except in receptacles placed in it for that purpose. Landlord may, at its sole discretion, impose a charge against monthly rent of \$50.00 per violation by tenant or any of its employees, representatives, contractors or invitees, of this smoking policy.

23. Tenants will see that all doors are securely locked, and water faucets, electric lights and electric machinery are turned off before leaving the Building.

24. Parking spaces associated with the Building are intended for the exclusive use of passenger automobiles. Except for intermittent deliveries, no vehicles other than passenger automobiles may be parked in a parking space without the express written permission of Landlord.

25. Tenant shall be responsible for and cause the proper disposal of medical waste, including hypodermic needles, created by its employees.

It is Landlord's desire to maintain in the Building and Common Areas the highest standard of dignity and good taste consistent with comfort and convenience for tenants. Any action or condition not meeting this high standard should be reported directly to Landlord. The Landlord reserves the right to make such other and further rules and regulations as in its judgment may from time to time be necessary for the safety, care and cleanliness of the Building and Common Areas, and for the preservation of good order therein. In the event that any of the Rules and Regulations conflict with the provisions of the Lease, the provisions of the Lease shall control.

CONTRACTOR'S AND VENDORS' "RULES OF CONDUCT"

To insure minimization of inconvenience to tenants and owners and to maintain the building in the best possible condition, all contractors/vendors in direct employee of Duke-Weeks or its tenants shall comply with the following Regulations:

1. The sidewalks, entry passages, corridors, halls, elevators, stairwells, and loading docks shall not be obstructed by contractor/vendor nor used for any other purpose other than those of ingress and egress. The movement of construction materials, debris, etc. to and from the jobsite must be done via freight elevators or padded passenger elevators routes to and from jobsites shall be clean at all times.
2. The restrooms, water closets, and other water apparatus shall not be used for any purpose other than those for which they were intended, and no sweepings, rubbish, or other obstruction substances shall be thrown therein.
3. No advertisement, sign, or other notice shall be inscribed, painted or affixed by contractor/vendor or any part of the outside or inside of the building without prior approval of Duke-Weeks.
4. Nothing shall be thrown by contractor/vendor out the windows or doors, or down the passages of the building. No rooms shall be occupied or used as sleeping or eating areas at any time.
5. No article deemed hazardous such as explosives, firearms weapons shall be brought into the building. No offensive gases or liquids will be permitted. Contractor/vendor shall not generate, store, handle, or otherwise deal with any hazardous or toxic waste, substance, or material, or any oil or pesticide, upon any portion of the building or related property.
6. No load shall be placed on the floor of the building which exceeds the buildings prescribed load limits. Contact Duke-Weeks if in questions. All equipment of contractor/vendor will be kept and operated by contractor/vendor free of abnormal noise and vibrations which may transit to any part of the building or beyond of the confines of the jobsite.
7. Duke-Weeks reserves the right to require all persons entering the building to sign a register or to be otherwise properly identified and require such persons leaving the building to sign a register or surrender any pass given to such person. Any person whose presence in the building at any time shall, in the judgement of the owner or its agent, be prejudicial to the safety, character, security, reputation or interest of the building, its owner, or its tenants may be denied access to the building or be ejected from the building and related property.
8. Contractor/vendor is responsible for the conduct of its employees, agents and subcontractors and shall perform the duties associated with its licensed trade or practice in accordance with the ordinances of the City in which the work is being done and generally accepted practices for that trade or practice. Dress properly when on the work site. Each worker shirts must have 3" sleeves, shoes and long pants are also required. Hard hats should be worn when applicable. No worker is allowed to use the tenant's telephone. Exterior exits and entrances to suites are the responsibility of all contractors to be locked at the end of each working day. No radios or audio

00900 - 2

equipment are permitted in a Duke-Weeks building. Each worker needs to conduct himself or herself as guests by being neat, clean and quiet while or near occupied space. In dealing with tenants, be courteous at all times, keep all negative comments to yourself or discuss them with Duke-Weeks personnel away from the tenant space.

9. No alcoholic beverages, controlled substances, or illegal drugs shall be consumed or exist in the building at any time.
10. No smoking or tobacco products shall be permitted in the building at any time.
11. The building via its owner, manager, or agent may make other reasonable rules and regulations as in its judgement may from time to time be needed for the safety, care and cleanliness of the building and property and for the preservation of good order therein.
12. All general contractor and subcontractor employees must use the loading dock entrance and service elevator in going to and from the construction area. All construction materials, tools, and equipment must be brought into and taken out of the space under construction by the same route. Subcontractors and vendors are required to coordinate their use of the loading dock and service elevator with Duke-Weeks so that normal building operations are not adversely affected by the construction activity.
13. Materials, tools or any other items required by the general contractor or subcontractor employees in connection with construction will not be allowed in the lobby of the building or onto the passenger elevator during the hours of 7:30 am - 5:30 pm except as may be specifically authorized in advance by Duke-Weeks.

CONTRACTOR'S AND VENDORS
'RULES OF CONDUCT'

In an effort to have COMPLETE CUSTOMER SATISFACTION, we have prepared the following rules of conduct. Your personnel's compliance with these rules will help us collectively acquire complete customer satisfaction.

- Conduct yourself as guests in tenant space as well as in the building. No radios or audio equipment are permitted in Duke buildings.
- No graffiti.
- Be neat, clean and quiet while in or near occupied space. Protect hallway and entries with temporary carpet runners.
- No vehicles to be brought into the building.
- Dress properly. Shirts with at least 3" sleeves, long pants and shoes are required. Hard hats should be worn where applicable.
- Identification or uniform is required when working in occupied space.
- Always check-in at the front desk in an occupied space.
- Do not use tenant's telephones.
- Remove all dirt and debris caused by your activity. Project to be broom swept and trash removed every night by each respective trade.
- Do not smoke or use tobacco.
- Loud and/or foul language is prohibited.
- Do not bring food or drink into carpeted areas.
- Do not leave material or debris in occupied or vacant spaces.
- Exterior exits and entrances to suites are the responsibility of all contractors to be locked at night. Also, turn off all lights at night.
- Generally thermostats are to be left alone. However, in vacant spaces and construction areas, thermostats are not to be set above 72 degrees in winter or below 74 in the summer.
- Loading docks are for loading and unloading only. No parking at dock level to check on your workman.
- In dealing with tenants, be courteous at all times, keep all negative comments to yourself or discuss them with Duke personnel away from the tenant space.
- Special care is to be taken to protect tenants' furnishings and finishes (i.e., Dust protection, etc.)
- No work causing noxious odors is to be done within the building. Any floor sealing or other such odoriferous work is to be coordinated with Duke Management personnel to allow notification and coordination with the tenants and adjoining tenants.
- Notify Duke Management personnel 24 hours prior to any work causing disruption of utilities, or if access is needed in an adjoining tenant space. (i.e. before any drilling is started)
- All contractors and vendors to use only freight elevators or protected elevators where available.

[Plans and Specifications showing installation and the completed Antenna Data Sheet which follows]

ANTENNA DATA SHEET

SITE: 312 Plum Street, Cincinnati, OH 45202
COMPANY NAME: Dominion Telecom Inc.
COMPANY ADDRESS: 4355 Innslake Drive, Glen Allen, VA 23060
PHONE: 804-565-6842 FAX: 804-565-7588
TYPE OF SERVICE: GPS Antenna (receive only) CALL SIGNS:
None
MAKE OF EQUIPMENT: Larus DIMENSIONS: 2'X4"X4"
MODEL NO.: Larus STS5400
SERIAL NO.: TBD
FCC TYPE ACCEPTANCE NO.: TX: None RX: None
TX FREQUENCY: None
POWER OUTPUT: None MODULATION TYPE: None
RX FREQUENCY: 700-2000 MHz RX LF. FREQUENCY:
None
CLASS OF P.A. OPERATION (final amplifier): None
POWER REQUIRED: 10 mAmps VAC: None AMPS Total Power
Consumption: mw watts
TX ANTENNA TYPE & MODEL NO.: None
RX ANTENNA TYPE & MODEL NO.: GPS Laurs STS5400
TYPE OF ISOLATOR : None
TYPE OF SECOND HARMONIC FILTER : None
PERSON OR SERVICE COMPANY RESPONSIBLE FOR ITS OPERATION & MAINTENANCE:
NAME: Dominion Telecom Inc.
ADDRESS: 4355 Innslake Dr., Glen Allen, VA 23060
24 HOUR PHONE NO.: 888-205-3386 PAGER NO.:

(THIS FORM IS NOT A CONTRACT)

The real estate agent who is providing you with this form is required to do so by Ohio law. It does not, by itself, obligate you to work with this agent or his/her brokerage; nor will you be bound to pay any compensation to the agent or the agent's brokerage by merely signing this form.

Instead, the purpose of this form is to make sure you have the necessary information you need to know about the role of this agent if you choose to work together. By signing, you acknowledge that you have been provided this information and agree to it. If you do not, you can consult with an attorney for further advice.

As a potential seller/landlord or buyer/tenant of real estate I understand and agree that

John Ficker + and CB Richard Ellis will:
(Agent) (Brokerage)

☐ Represent the seller/landlord

☒ Represent the buyer/tenant

I also understand and agree that the following may also possibly occur in a real estate transaction in which I may be involved with this agent:

☒ The same agent who represents me could potentially represent the other party in a transaction involving me. The agent and brokerage would then both be dual agents.

☒ A different agent in the same brokerage could potentially represent the other party in a transaction involving me. Each agent would represent the interests of their separate client. The brokerage would be a dual agent. A management level licensee is also a dual agent if representing a client in an in-company transaction.

I have reviewed the information on the reverse side of this form and I have been given a completed copy of this Disclosure of Agency Relationship.

[Signature]
(Buyer or Tenant)

10/11/02
(Date)

[Signature]
(Seller or Landlord)

[Signature]
(Date)

Dominion Telecom
(Buyer or Tenant)

(Date)

Duke Realty
(Seller or Landlord)

(Date)

To be completed only in an in-company transaction involving two agents ("Split" Agency)

Both buyer/tenant and seller/landlord acknowledge and agree that in a contemplated transaction involving property located at _____ the buyer/tenant is represented by _____ and the seller/landlord is represented by _____

By initialing below both parties acknowledge and agree that they are aware that both agents are affiliated with the same brokerage; that each agent will represent the separate interests of their separate client, (unless a management level licensee is one of the agents involved in the transaction); that it was previously disclosed that this could occur; and that they consent to the brokerage acting as a dual agent:

Buyer/Tenant's Initials: _____

Date: _____

Seller/Landlord's Initials: _____

Date: _____



Any questions regarding the role or responsibilities of the brokerage or its agents can be directed to an attorney or to:

Ohio Division of Real Estate and Professional Licensing

77 S. High Street, 20th Floor

Columbus, OH 43268-0547

(614)466-4100

Page 2 of 2



DISCLOSURE OF AGENCY RELATIONSHIP

The following agent JAMES W. MOREY, and DUKE REALTY SERVICES LIMITED PARTNERSHIP
(name of agent) (name of brokerage)

the brokerage with which the agent is affiliated, disclose the following concerning their agency relationship
(CHECK APPROPRIATE BOX-- ONLY ONE):

- ☒ They represent the seller as the seller's agent.
☐ They represent the buyer as a buyer's agent.

Disclosure of the potential future agency relationships that could be created: (CHECK APPROPRIATE BOX(ES) THAT APPLY):

- ☐ They represent the seller as a subagent.
☐ They represent the buyer as a subagent.
☐ The same agent who represents you could potentially represent the other party in a transaction involving you. The agent and brokerage would both be **DUAL AGENTS**. A management level licensee is a dual agent in an in-company transaction.
☐ A different agent in the same brokerage could potentially represent the other party in a transaction involving you. Each agent would represent the interest of their separate client. The brokerage would be a **DUAL AGENT**.

C O N S E N T

BY SIGNING THIS FORM YOU INDICATE YOUR CONSENT TO THE AGENCY RELATIONSHIP DISCLOSED ABOVE. BEFORE YOU CONSENT TO ANY AGENCY RELATIONSHIP, YOU SHOULD FULLY UNDERSTAND THE INFORMATION FOUND ON THE REVERSE SIDE OF THIS FORM. IF YOU DO NOT UNDERSTAND THE INFORMATION CONTAINED ANYWHERE IN THIS FORM, YOU SHOULD CONSULT AN ATTORNEY.

Buyer/Tenant

Date

Seller/Landlord

Date

Buyer/Tenant

Date

Seller/Landlord

Date

TO BE COMPLETED ONLY IN AN IN-COMPANY TRANSACTION INVOLVING TWO AGENTS

Both buyer and seller **ACKNOWLEDGE AND AGREE** that in a contemplated transaction involving property located at _____ the buyer is represented by _____ and the seller is represented by _____

YOU DO NOT HAVE TO CONSENT TO DUAL AGENCY. BEFORE YOU CONSENT TO ANY AGENCY RELATIONSHIP, YOU SHOULD FULLY UNDERSTAND THE INFORMATION FOUND ON THE REVERSE SIDE OF THIS FORM. IF YOU DO NOT UNDERSTAND THE INFORMATION CONTAINED ANYWHERE IN THIS FORM, YOU SHOULD CONSULT AN ATTORNEY.

By Initialing below **BOTH PARTIES ACKNOWLEDGE AND AGREE** that they are aware that both agents are affiliated with the same brokerage; that each agent will represent the separate interest of their separate client, except if a management level licensee is one of the agents involved in the transaction; that it was previously disclosed that this could occur, and that **THEY CONSENT TO THE BROKERAGE ACTING AS A DUAL AGENT.**

Buyer/Tenant's initials: _____ Date _____

Seller/Landlord's initials: _____ Date _____

Any questions regarding the role or responsibilities of the brokerage or its agents in Ohio can be Directed to an attorney or to:
Ohio Division of Real Estate
77 S. High Street 20th Floor
Columbus, Ohio 43266-0547
(614) 466-4100

FIRST LEASE AMENDMENT

THIS FIRST LEASE AMENDMENT (the "Amendment") is executed as of the ____ day of March 2013, by and between CVG PARTNERS, LLC, a Delaware limited liability company, (successor-in-interest to DUKE REALTY OHIO), ("Landlord"), and Intellifiber Networks, Inc. successor in interest to Dominion Telecom, Inc., a Virginia Corporation ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a certain Office Lease Agreement dated October 18, 2002, (the "Lease"), whereby Tenant leased from Landlord certain premises consisting of approximately 2,950 rentable square feet in Suite 775, (the "Leased Premises") in an office building commonly known as 312 Plum, located at 312 Plum Street, Cincinnati, Ohio 45202 (the "Building"); and

WHEREAS, Landlord and Tenant desire to extend the Lease Term and

WHEREAS, Landlord and Tenant desire to amend certain other provisions of the Lease to reflect such revisions and any other changes to the Lease;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants herein contained and each act performed hereunder by the parties, Landlord and Tenant hereby enter into this Amendment.

1. Incorporation of Recitals and Definitions. The above recitals are hereby incorporated into this Amendment as if fully set forth herein. All capitalized terms used herein but undefined shall have the meaning set forth in the Lease.

2. Extension of Term. The term of the Lease is hereby extended through March 31, 2018.

3. Amendment of ARTICLE 1-LEASE OF PREMISES

Commencing April 1, 2013, ARTICLE 1-LEASE OF PREMISES of the Lease is hereby amended by deleting the subsections D, E, F, I and substituting the following in lieu thereof:

D. Minimum Annual Rent:

April 1, 2013 – March 31, 2014	\$41,300.00 (\$14.00 per RSF)
April 1, 2014 – March 31, 2015	\$42,332.50 (\$14.35 per RSF)
April 1, 2015 – March 31, 2016	\$43,394.50 (\$14.71 per RSF)
April 1, 2016 – March 31, 2017	\$44,486.00 (\$15.08 per RSF)
April 1, 2017 – March 31, 2018	\$45,607.00 (\$15.46 per RSF)

E. Monthly Rental Installments:

April 1, 2013 – March 31, 2014	\$3,441.67 per month
April 1, 2014 – March 31, 2015	\$3,527.71 per month
April 1, 2015 – March 31, 2016	\$3,616.21 per month
April 1, 2016 – March 31, 2017	\$3,707.17 per month
April 1, 2017 – March 31, 2018	\$3,800.58 per month

- F. Term: Through March 31, 2018
- I. Broker(s): Partners National Real Estate Group, Inc. representing Tenant and Cassidy Turley Company representing Landlord.
- L. Address for notices and payments are as follows:

Landlord: CVG Partners, LLC
5250 Virginia Way, Suite 155
Brentwood, TN 37027
Attn: Terry Hallemann

With a copy to: Harbert Management Corp.
2100 Third Avenue North
Suite 600
Birmingham, Alabama 35203
Attn: General Counsel

With Payments to: CVG Partners, LLC
#774638
4638 Solutions Center
Chicago, IL 60677-4006

With Overnight
Payments to: CVG Partners, LLC
Lockbox 774638
350 East Devon Ave.
Itasca, IL 60143

Tenant: Tenant's addresses for notices and general
correspondence pursuant to the Lease:

For Contracts:

Intellifiber Networks, Inc.
c/o Windstream Communications, Inc.
Attn: Network Real Estate
11101 Anderson Drive, Ste. 306
Little Rock, AR 72212

Mail Stop: 2523-B5-F03-B

With a copy to:

Intellifiber Networks, Inc.
Attn: Legal Department
4001 N. Rodney Parham Road
Little Rock, AR 72212

For Invoices:

Dominion Telecom, Inc.
c/o Windstream Network Leases
PO Box 25410
Little Rock, AR 72221-5410
Or by e-mail to: Corp.network.leases@windstream.com

4. Amendment of Section 2.02, Construction of Tenant Improvements and Possession.

Effective as of April 1, 2013, Section 2.02 of the Lease is hereby amended by adding the following:

"Landlord will provide new Building Standard carpet and paint in the small office within the Leased Premises. With Landlord approval (not unreasonably withheld) and Property Management supervision, Tenant will have the right to add up to two (2) additional antennas and/or expand the HVAC Capacity at the Leased Premises with prior Landlord approval, and at Tenant's expense. If there are any additional load requirements for such additions, Tenant will be required to have the Landlord's engineer complete a study to confirm the Building can handle such load and placement. The cost of the work performed by the engineer would be borne by the Tenant. Landlord will require an original stamped letter from the Engineer certifying that the Building can handle such load and placement before any work can proceed."

5. Amendment of Section 3.02 (Annual Rental Adjustment Definitions):

This section is hereby reaffirmed but amended as follows:

"Landlord will remove Janitorial nightly cleaning, other than a general cleaning of the small office portion of the space on a case-by-case basis. As such, the Operating Expense cost to the Tenant will be reduced by the cost of that service. If Tenant decides by written notice to Landlord to use the Janitorial nightly cleaning in the future, Landlord can add that back to the Operating Expense cost."

Tenant will still be responsible for its prorata share of Common Area Cleaning which will remain includable in Operating Expenses."

6. Amendment of Section 5.03 Landlord's Rights Regarding Use.

Tenant's telephone number shall be updated to (800) 615-6227

7. Amendment of Section 14 (Landlord's Right To Relocate Tenant):

Effective as of the execution of this Amendment, this section is deleted.

7. Amendment of Section 16.16 Fifth Floor Roof Rights and 16.17 Riser Rights:

The Rights included in these sections are hereby reaffirmed but amended as follow:

"Effective as of April 1, 2013, the Minimum Annual Rent as described above in Section 3 now includes any and all rent that Tenant was previously paying for the Fifth Floor Roof Rights and Riser Rights. There will be no additional rent charged to Tenant for these rights."

8. Section 16.18-Option to Extend

Section 16.18 - Option to Extend is hereby reaffirmed but amended to read as follows:

"Provided Tenant is not in default hereunder, Tenant shall have two (2) options to renew this Lease for terms of five (5) years each at the then prevailing market rates in the Cincinnati Central Business District market. Tenant shall provide Landlord with six (6) months prior written notice of its intent to renew this Lease. All of the terms and conditions of the Lease shall remain unchanged and in full force and effect upon Tenant's extension of the Lease Term except that during the Option to Extend, Landlord will agree to provide its good faith determination of market economics (including taking in consideration lease rate, tenant improvement allowances, lease structure, and any other offered market terms consistent with other landlords for similar buildings in the immediate submarket are offering) within fifteen (15) days of Tenant's notice. If the Tenant does not agree with Landlord's determination by written notice to Landlord, the parties will agree to negotiate in good faith to determine market economics."

9. Representations.

(a) Tenant hereby represents that (i) Tenant is duly organized, validly existing and in good standing (if applicable) in accordance with the laws of the State under which it was organized; (ii) Tenant is authorized to do business in the State where the Building is located; and (iii) the individual(s) executing and delivering this Lease on behalf of Tenant has been properly authorized to do so, and such execution and delivery shall bind Tenant to its terms.

(b) Landlord hereby represents that (i) Landlord is duly organized, validly existing and in good standing (if applicable) in accordance with the laws of the State under which it was organized; (ii) Landlord is authorized to do business in the State where the Building is located; and (iii) the individual(s)

executing and delivering this Lease on behalf of Landlord has been properly authorized to do so, and such execution and delivery shall bind Landlord to its terms.

10. Broker. Landlord and Tenant each represents and warrants to the other that, except for Cassidy Turley Co. representing Landlord and Partners National Real Estate Group, Inc. representing Tenant, neither party has engaged or had any conversations or negotiations with any broker, finder or other third party concerning the matters set forth in this Amendment who would be entitled to any commission or fee based on the execution of this Amendment. Landlord and Tenant each hereby indemnifies the other against and from any claims for any brokerage commissions and all costs, expenses and liabilities in connection therewith, including, without limitation, reasonable attorneys' fees and expenses, for any breach of the foregoing. The foregoing indemnification shall survive the termination of the Lease for any reason.

11. Existing Equipment. Landlord acknowledges and approves the existence of Tenant's supporting equipment within the Leased Premises and located outside of the Leased Premises, including but not limited to (if applicable), the generator (including diesel tank), antennas, grounding equipment, conduits, fiber entrances, and HVAC conditioners.

12. Water Penetrations. Landlord acknowledges that Tenant's equipment at the Leased Premises will suffer damage from water or liquids, therefore Landlord shall use commercially reasonable efforts to make repairs in a timely manner to roof, ceiling or other leaks provided Tenant gives prompt notice thereof to Landlord

13. Estoppel. As of the date of this Amendment, there are no defaults by Tenant and no event has occurred or situation exists which would, with the passage of time, constitute a default by Tenant under the Lease. The parties acknowledge and agree that as of the date hereof, there are no amounts of Rent and Additional Rent owing to Landlord other than \$730.89 for 2012 Operating Expense Reconciliation. Landlord and Tenant have no dispute with respect to any payment of Rent and/or any other payment due under the Lease heretofore made by Tenant. Tenant as of the date hereof is in possession of the entire Leased Premises; and Landlord is satisfied with the condition of the same and Tenant has fully and properly fulfilled all of its obligations under the Lease.

14. Examination of Amendment. Submission of this instrument for examination or signature to Tenant does not constitute a reservation or option, and it is not effective until execution by and delivery to both Landlord and Tenant.

15. Incorporation. This Amendment shall be incorporated into and made a part of the Lease, and all provisions of the Lease, as previously amended not expressly modified or amended hereby shall remain in full force and effect. As amended hereby, the Lease is hereby ratified and confirmed by Landlord and Tenant. To the extent the terms hereof are inconsistent with the terms of the Lease, the terms hereof shall control.

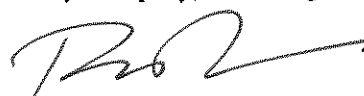
The parties have caused this First Lease Amendment to be executed on the day and year first written above,

LANDLORD:

CVG PARTNERS, LLC, a Delaware limited liability Company

By: BNACVG, LLC, a Delaware limited liability Company, its Sole Member

By: Real Estate Opportunity Partners, LLC, a Tennessee limited liability Company, its Manager

By: 
Thomas S. Smith, Chairman

1

STATE OF ~~TENNESSEE~~ OHIO

: SS:

COUNTY OF Butler

The foregoing First Lease Amendment was acknowledged before me this 2nd day of March 2013 by Thomas S. Smith, the Chairman of the Board of Real Estate Opportunity Partners, LLC, a Tennessee Limited Liability Company, on behalf of said LLC.



MARGARET CHEESEMAN
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES 11/7/2011


Notary Public

TENANT:

INTELLIFIBER NETWORKS, INC.
A Virginia Corporation

By: Susan Schraibman

Printed: Susan Schraibman

Title: Division Vice President

STATE OF OHIO)

: SS:

COUNTY OF SUMMIT)

The foregoing First Lease Amendment was acknowledged before me this 18th day of
March 2013 by Susan Schraibman, the DVP of
DOMINION TELECOM, INC., a Virginia corporation, on behalf of said corporation.

Barbara Miller
Notary Public



Barbara Miller
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 4/22/2014

SECOND LEASE AMENDMENT

THIS SECOND LEASE AMENDMENT (this "Second Amendment") is executed as of this 13th day of June, 2017 (the "Effective Date") by and between 312 PLUM STREET OWNERS, LLC, a Delaware limited liability company, as successor-in-interest to CVG PARTNERS, LLC (the "Landlord"), and INTELLIFIBER NETWORKS, INC., a Virginia corporation (the "Tenant"), under the following circumstances:

A. Landlord and Tenant are parties to that certain Lease dated as of October 18, 2002, as amended by that certain First Lease Amendment dated as of March 26, 2013 (collectively, the "Lease"), whereby Tenant leased from Landlord certain premises consisting of approximately 2,950 rentable square feet of space in Suite 775 (the "Leased Premises") in an office building commonly known as 312 Plum, located at 312 Plum Street, Cincinnati, Ohio 45202 (the "Building");

B. The Term of the Lease is currently set to expire on March 31, 2018 and Tenant has two options to extend the Term as set forth in the Lease; and

C. Landlord and Tenant desire to extend the Term of the Lease and amend certain other provisions of the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, Landlord and Tenant, intending legally to be bound, hereby agree as follows:

1. **Incorporation of Recitals and Definitions.** The above recitals are hereby incorporated into this Second Amendment as if fully set forth herein. All capitalized terms used herein but undefined shall have the meaning set forth in the Lease.

2. **Extension of Term.** The Lease Term is hereby extended through March 31, 2023.

3. **Amendment to ARTICLE 1 – LEASE OF PREMISES.** Commencing on April 1, 2018, ARTICLE 1 – LEASE OF PREMISES of the Lease is hereby amended and restated by deleting the subsections D, E and F and substituting the following in lieu thereof:

D. Minimum Annual Rent

June 1, 2017 – May 31, 2018	\$42,037.50 (\$14.25 per RSF)
June 1, 2018 – May 31, 2019	\$43,306.00 (\$14.68 per RSF)
June 1, 2019 – May 31, 2020	\$44,604.00 (\$15.12 per RSF)
June 1, 2020 – May 31, 2021	\$45,931.50 (\$15.57 per RSF)
June 1, 2021 – May 31, 2022	\$47,318.00 (\$16.04 per RSF)
June 1, 2022 – March 31, 2023	\$48,734.00 (\$16.52 per RSF)

E. Monthly Rental Installments

June 1, 2017 – May 31, 2018	\$3,503.13
June 1, 2018 – May 31, 2019	\$3,608.83
June 1, 2019 – May 31, 2020	\$3,717.00
June 1, 2020 – May 31, 2021	\$3,827.58
June 1, 2021 – May 31, 2022	\$3,943.17
June 1, 2022 – March 31, 2023	\$4,061.17

F. Term: Through March 31, 2023

4. **Amendment to Section 16.18 – Option to Extend.** Commencing on the Effective Date, Section 16.18 – Option to Extend is hereby deleted and restated in its entirety to read as follows:

“**Section 16.18 Option to Extend.** Provided Tenant is not then in default beyond any applicable notice and cure periods, Tenant shall have the right and option to renew the Lease as to the entire Leased Premises for one (1) additional period of five (5) years commencing immediately upon the expiration of the then current Lease Term (“Extension Term”). The Extension Term shall be upon the same terms and conditions contained in the Lease, except (i) Tenant shall not have any further option to extend, (ii) any improvement allowances or other concessions applicable to the Leased Premises under the Lease shall not apply to the Extension Term, and (iii) the Minimum Annual Rent shall be adjusted as set forth herein (“Rent Adjustment”). Tenant shall exercise such option by delivering written notice of Tenant’s desire to extend the Lease Term to Landlord not later than one hundred eighty (180) days prior to the expiration of the current Lease Term. Tenant’s failure to properly exercise such option shall be deemed a waiver of such option. If Tenant properly exercises its option to extend, Landlord shall notify Tenant of the Rent Adjustment, which shall be determined consistent with the then prevailing market rates in the Cincinnati Central Business District market, not later than sixty (60) days prior to the commencement of the Extension Term. Tenant shall be deemed to have accepted the Rent Adjustment if it fails to deliver to Landlord a written objection thereto within ten (10) days after receipt thereof. If Tenant delivers such written objection to Landlord disputing the Rent Adjustment as set forth herein, the parties agree to negotiate in good faith to determine the Rent Adjustment. Landlord and Tenant shall execute an amendment to the Lease reflecting the terms and conditions of the Extension Term within thirty (30) days after Tenant’s acceptance (or deemed acceptance) of the Rent Adjustment.”

5. **Amendment to Section 16.16 Fifth Floor Roof Rights.** Commencing on the Effective Date, Section 16.16 Fifth Floor Roof Rights is hereby reaffirmed but amended as follows:

The defined term “Fifth Floor Roof Equipment” is hereby amended to include, in addition to dry coolers, all such equipment described in the Antenna Site License Agreement

attached hereto as Exhibit A ("Antenna Site License Agreement") and incorporated herein by reference. The defined term "Fifth Floor Roof Rights" is hereby amended to include, in addition to the heating, ventilating and air conditioning system, all actions and rights contemplated by the Antenna Site License Agreement. Landlord hereby approves the drawings, plans and specifications set forth in the Antenna Site License Agreement. Any future changes to Tenant's Fifth Floor Roof Equipment shall be subject to the express written consent of Landlord, which consent may be withheld in Landlord's sole discretion. Tenant shall maintain the Fifth Floor Roof Equipment in a good, safe, and clean condition, and in compliance with all applicable laws and regulations. Notwithstanding anything to the contrary contained herein, Tenant shall be obligated to pay to Landlord, as Additional Rent, all costs as set forth in the Antenna Site License Agreement, specifically identified as follow:

- \$50.00 per month for the 6' by 6' area in the penthouse for equipment storage
- \$150 per month per each 12" antenna (2)
- \$300 per month for each 24" antenna (3)

The foregoing equates to an annual fee of \$15,000 per year, payable in monthly installments at the same time and in the same manner as the Monthly Rental Installments. For the avoidance of doubt, any reference to Lessor in the Antenna Site License Agreement shall mean and refer to Landlord and any reference to Lessee shall mean and refer to Tenant.

6. **Incorporation.** This Second Amendment and the Lease contains the entire agreement of the parties with respect to the subject matter therein. Each party warrants and represents that to the best of its knowledge, neither Landlord nor Tenant is currently in default under the Lease, nor has any event occurred which, with the passage of time or the giving of notice, or both, would constitute a default by either Landlord or Tenant. This Second Amendment shall be incorporated into and made a part of the Lease, and all provisions of the Lease not expressly modified or amended hereby or inconsistent herewith shall remain in full force and effect. Except as otherwise provided herein, the Lease is in full force and effect, and except for any different definitions as provided herein, all capitalized terms used in this Second Amendment shall have the meaning ascribed to such defined terms in the Lease.

7. **Governing Law.** This Second Amendment is governed by the laws of the State of Ohio.

8. **Counterparts.** This Second Amendment may be executed in several counterparts, each of which when executed and delivered shall constitute an original and all of which when taken together shall constitute one and the same instrument.

The parties have caused this Second Amendment to be executed on the day and year first written above.

LANDLORD:

312 PLUM STREET OWNERS, LLC,
a Delaware limited liability company

By: *Rich*

Name: Rich Horn

Title: Vice President

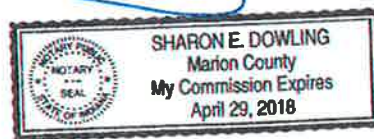
STATE OF Indiana)

) SS:

COUNTY OF Marion)

The foregoing instrument was acknowledged before me this 13th day of June, 2017 by Richard Horn as _____ of 312 Plum Street Owners, LLC, a Delaware limited liability company, on behalf of the limited liability company.

[Signature]
Notary Public



TENANT:

INTELLIFIBER NETWORKS, INC.,
a Virginia corporation

By: 

Name:

REX REEVES

Title:

VP ENGINEERING

STATE OF Arkansas)

) SS:

COUNTY OF Pulaski)

The foregoing instrument was acknowledged before me this 5th day of June, 2017 by Rex Reeves, as VP-Engineering of Intellifiber Networks, Inc., a Virginia corporation, on behalf of the corporation.



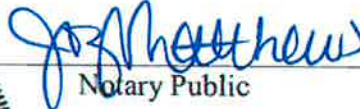

Notary Public

Exhibit A

Antenna Site License Agreement

Equipment List

Out-of-doors Roof Equipment

- A. One (1) Siklu EH-ANT-1FT-DL80 12" Parabolic, 2 Lines – Outdoor Rated Cat5 Azimuth of 262 degrees
- B. One (1) Siklu EH-ANT-1FT-DL80 12" Parabolic 2 Lines – Outdoor Rated Cat5 Azimuth of 148 degrees
- C. Three (3), AM5G-20-90 Ubiquiti Panel Antennas, 24"X_6"X_4" – two (2) Cat5 Outdoor rated with each antenna. Azimuths of 10, 190 and 280 degrees.

Indoor Equipment:

In Tenant Space

Incremental Equipment:

Lessee has the right to install incremental equipment/antennas upon receiving the approval of the Lessor at the following rates:

6x6 area in penthouse for storage	\$50 per month
12" Parabolic Antenna	\$150.00 per month per antenna
24" Parabolic Antenna	\$300.00 per month per antenna
36" Parabolic Antenna	\$350.00 per month- N/A for this Amendment

NAME	RP
THOMAS, JAMES EARL JR	
JOHNS	
JOHNS, C. W.	
JOHNSON	
JOHNSON	
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SITE NAME
CIN32P

312 PLUM ST,
CINCINNATI, OH 45202
HAMILTON COUNTY

[illegible]

Plans

LANDLORD

ARCHITECT / ENGINEER

EDWIN W. HALL, JR., COUNTY
SHERIFF, 100 CHANDLER

PO BOX 2407
CMT QUINING CODE MS ZZ991
EUGENE OR 97402
JO MATTHEW SLEPICKAL MD

[illegible]

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01	Special PT Room	
02	Training Room	
03	Medical Supply Warehouse	
04	Workshop	
05	Storage Area	



DATE	
TIME	
NAME	
ADDRESS	
CITY	
STATE	
ZIP	
PHONE	
FAX	
E-MAIL	
TELETYPE	
RADIO	
TELEVISION	
INTERNET	
OTHER	

LINE	DATE	DESCRIPTION	AMOUNT	BALANCE
1	1/1/01	OPENING BALANCE		100.00
2	1/15/01	PAYROLL	50.00	150.00
3	1/20/01	RENT	25.00	125.00
4	1/25/01	SALES	75.00	200.00
5	1/30/01	PAYROLL	50.00	250.00
6	2/5/01	RENT	25.00	225.00
7	2/10/01	SALES	75.00	300.00
8	2/15/01	PAYROLL	50.00	350.00
9	2/20/01	RENT	25.00	325.00
10	2/25/01	SALES	75.00	400.00
11	2/28/01	PAYROLL	50.00	450.00
12	3/5/01	RENT	25.00	425.00
13	3/10/01	SALES	75.00	500.00
14	3/15/01	PAYROLL	50.00	550.00
15	3/20/01	RENT	25.00	525.00
16	3/25/01	SALES	75.00	600.00
17	3/28/01	PAYROLL	50.00	650.00
18	3/31/01	RENT	25.00	625.00
19	4/5/01	SALES	75.00	700.00
20	4/10/01	PAYROLL	50.00	750.00
21	4/15/01	RENT	25.00	725.00
22	4/20/01	SALES	75.00	800.00
23	4/25/01	PAYROLL	50.00	850.00
24	4/28/01	RENT	25.00	825.00
25	5/5/01	SALES	75.00	900.00
26	5/10/01	PAYROLL	50.00	950.00
27	5/15/01	RENT	25.00	925.00
28	5/20/01	SALES	75.00	1000.00
29	5/25/01	PAYROLL	50.00	1050.00
30	5/28/01	RENT	25.00	1025.00
31	5/31/01	SALES	75.00	1100.00
32	6/5/01	PAYROLL	50.00	1150.00
33	6/10/01	RENT	25.00	1125.00
34	6/15/01	SALES	75.00	1200.00
35	6/20/01	PAYROLL	50.00	1250.00
36	6/25/01	RENT	25.00	1225.00
37	6/28/01	SALES	75.00	1300.00
38	6/30/01	PAYROLL	50.00	1350.00
39	7/5/01	RENT	25.00	1325.00
40	7/10/01	SALES	75.00	1400.00
41	7/15/01	PAYROLL	50.00	1450.00
42	7/20/01	RENT	25.00	1425.00
43	7/25/01	SALES	75.00	1500.00
44	7/28/01	PAYROLL	50.00	1550.00
45	7/31/01	RENT	25.00	1525.00
46	8/5/01	SALES	75.00	1600.00
47	8/10/01	PAYROLL	50.00	1650.00
48	8/15/01	RENT	25.00	1625.00
49	8/20/01	SALES	75.00	1700.00
50	8/25/01	PAYROLL	50.00	1750.00
51	8/28/01	RENT	25.00	1725.00
52	8/31/01	SALES	75.00	1800.00
53	9/5/01	PAYROLL	50.00	1850.00
54	9/10/01	RENT	25.00	1825.00
55	9/15/01	SALES	75.00	1900.00
56	9/20/01	PAYROLL	50.00	1950.00
57	9/25/01	RENT	25.00	1925.00
58	9/28/01	SALES	75.00	2000.00
59	9/30/01	PAYROLL	50.00	2050.00
60	10/5/01	RENT	25.00	2025.00
61	10/10/01	SALES	75.00	2100.00
62	10/15/01	PAYROLL	50.00	2150.00
63	10/20/01	RENT	25.00	2125.00
64	10/25/01	SALES	75.00	2200.00
65	10/28/01	PAYROLL	50.00	2250.00
66	10/31/01	RENT	25.00	2225.00
67	11/5/01	SALES	75.00	2300.00
68	11/10/01	PAYROLL	50.00	2350.00