

10.56	<u>\$1,000,000,000 Credit Agreement, dated as of May 15, 2019, among Duke Energy Corporation, the Lenders party thereto, The Bank of Nova Scotia, as Administrative Agent, PNC Bank, National Association, Sumitomo Mitsui Banking Corporation and TD Bank, N.A., as Co-Syndication Agents, and Bank of China, New York Branch, BNP Paribas, Santander Bank, N.A., and U.S. Bank, National Association, as Co-Documentation Agents (incorporated by reference to Exhibit 10.1 to registrant's Current Report on Form 8-K filed on May 16, 2019, File No. 1-32853).</u>	X		
10.57	<u>Note Purchase Agreement, dated as of May 6, 2011, among Piedmont Natural Gas Company, Inc. and the Purchasers party thereto (incorporated by reference to Exhibit 10 to registrant's Current Report on Form 8-K filed on May 12, 2011, File No. 1-06196).</u>			X
10.58	<u>Amended and Restated Limited Liability Company Agreement of Constitution Pipeline Company, LLC dated April 9, 2012, by and among Williams Partners Operating LLC and Cabot Pipeline Holdings LLC (incorporated by reference to Exhibit 10.1 to registrant's Quarterly Report on Form 10-Q for the quarter ended January 31, 2013, filed on March 6, 2013, File No. 1-06196).</u>			X
10.58.1	<u>First Amendment to Amended and Restated Limited Liability Company Agreement of Constitution Pipeline Company, LLC, dated as of November 9, 2012, by and among Constitution Pipeline Company, LLC, Williams Partners Operating LLC, Cabot Pipeline Holdings LLC, and Piedmont Constitution Pipeline Company, LLC (incorporated by reference to Exhibit 10.2 to registrant's Quarterly Report on Form 10-Q for the quarter ended January 31, 2013, filed on March 6, 2013, File No. 1-06196).</u>			X
10.58.2	<u>Second Amendment to Amended and Restated Limited Liability Company Agreement of Constitution Pipeline Company, LLC, dated as of May 29, 2013, by and among Constitution Pipeline Company, LLC, Williams Partners Operating LLC, Cabot Pipeline Holdings LLC, Piedmont Constitution Pipeline Company, LLC, and Capitol Energy Ventures Corp. (incorporated by reference to Exhibit 99.1 to registrant's Current Report on Form 8-K filed on September 4, 2013, File No. 1-06196).</u>			X
10.59	<u>Second Amended and Restated Limited Liability Company Agreement of SouthStar Energy Services LLC, dated as of September 1, 2013, by and between Georgia Natural Gas Company and Piedmont Energy Company (incorporated by reference to Exhibit 10.39 to registrant's Annual Report on Form 10-K for the year ended October 31, 2013, filed on December 23, 2013, File No. 1-06196).</u>			X
10.60	<u>Limited Liability Company Agreement of Atlantic Coast Pipeline, LLC, dated as of September 2, 2014, by and between Dominion Atlantic Coast Pipeline, LLC, Duke Energy ACP, LLC, Piedmont ACP Company, LLC, and Maple Enterprise Holdings, Inc. (incorporated by reference to Exhibit 10.35 to registrant's Annual Report on Form 10-K for the year ended October 31, 2014, filed on December 23, 2014, File No. 1-06196).</u>			X
10.61	<u>Engineering, Procurement and Construction Agreement between Duke Energy Business Services, LLC, as agent for and on behalf of Piedmont Natural Gas Company Inc. and Matrix Service, Inc., dated as of April 30, 2019 (incorporated by reference to Exhibit 10.1 to registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2019, filed on August 6, 2019, File No. 1-06196). (Portions of the exhibit have been omitted for confidentiality.)</u>			X
10.62	<u>Decommissioning Services Agreement between Duke Energy Florida, LLC, and ADP CR3, LLC, and ADP SF1, LLC (incorporated by reference to Exhibit 10.3 to registrants' Quarterly Report on Form 10-Q for the quarter ended June 30, 2019, Filed on August 6, 2019, File No. 2-5293). (Portions of the exhibit have been omitted for confidentiality.)</u>		X	
10.63	<u>Form of Forward Sale Agreement (incorporated by reference to Exhibit 10.1 to registrant's Current Report on Form 8-K filed on November 8, 2019, File No. 1-32853).</u>	X		
*10.64	<u>Lease Agreement dated as of December 23, 2019, between the registrant and CGA 525 South Tryon TIC 1, LLC, a Delaware limited liability company, CGA 525 South Tryon TIC 2, LLC, a Delaware limited liability company, and CK 525 South Tryon TIC, LLC, a Delaware limited liability company.</u>		X	
*10.65	<u>Construction Agency Agreement dated as of December 23, 2019, between the registrant and CGA 525 South Tryon TIC 1, LLC, a Delaware limited liability company, CGA 525 South Tryon TIC 2, LLC, a Delaware limited liability company, and CK 525 South Tryon TIC, LLC, a Delaware limited liability company.</u>		X	
*21	<u>List of Subsidiaries</u>	X		
*23.1.1	<u>Consent of Independent Registered Public Accounting Firm.</u>	X		
*23.1.2	<u>Consent of Independent Registered Public Accounting Firm.</u>		X	
*23.1.3	<u>Consent of Independent Registered Public Accounting Firm.</u>			X
*23.1.4	<u>Consent of Independent Registered Public Accounting Firm.</u>			X

*23.1.5	Consent of Independent Registered Public Accounting Firm.								X
*23.1.6	Consent of Independent Registered Public Accounting Firm.								X
*23.1.7	Consent of Independent Registered Public Accounting Firm.								X
*24.1	Power of attorney authorizing Lynn J. Good and others to sign the Annual Report on behalf of the registrant and certain of its directors and officers.	X							
*24.2	Certified copy of resolution of the Board of Directors of the registrant authorizing power of attorney.	X							
*31.1.1	Certification of the Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	X							
*31.1.2	Certification of the Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.		X						
*31.1.3	Certification of the Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.			X					
*31.1.4	Certification of the Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				X				
*31.1.5	Certification of the Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.					X			
*31.1.6	Certification of the Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.						X		
*31.1.7	Certification of the Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.							X	
*31.1.8	Certification of the Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.								X
*31.2.1	Certification of the Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	X							
*31.2.2	Certification of the Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.		X						
*31.2.3	Certification of the Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.			X					
*31.2.4	Certification of the Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				X				
*31.2.5	Certification of the Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.					X			
*31.2.6	Certification of the Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.						X		
*31.2.7	Certification of the Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.							X	
*31.2.8	Certification of the Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.								X
*32.1.1	Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	X							
*32.1.2	Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.		X						
*32.1.3	Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.			X					
*32.1.4	Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				X				
*32.1.5	Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.					X			
*32.1.6	Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.						X		
*32.1.7	Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.							X	
*32.1.8	Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.								X
*32.2.1	Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	X							
*32.2.2	Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.		X						
*32.2.3	Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.			X					
*32.2.4	Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				X				
*32.2.5	Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.					X			
*32.2.6	Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.						X		
*32.2.7	Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.							X	
*32.2.8	Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.								X
*101.INS	XBRL Instance Document (this does not appear in the Interactive Data File because it's XBRL tags are embedded within the Inline XBRL document).	X	X	X	X	X	X	X	X

*101.SCH XBRL Taxonomy Extension Schema Document	X	X	X	X	X	X	X	X
*101.CAL XBRL Taxonomy Calculation Linkbase Document	X	X	X	X	X	X	X	X
*101.LAB XBRL Taxonomy Label Linkbase Document	X	X	X	X	X	X	X	X
*101.PRE XBRL Taxonomy Presentation Linkbase Document	X	X	X	X	X	X	X	X
*101.DEF XBRL Taxonomy Definition Linkbase Document	X	X	X	X	X	X	X	X

The total amount of securities of each respective registrant or its subsidiaries authorized under any instrument with respect to long-term debt not filed as an exhibit does not exceed 10% of the total assets of such registrant and its subsidiaries on a consolidated basis. Each registrant agrees, upon request of the SEC, to furnish copies of any or all of such instruments to it.

SIGNATURES

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrants have duly caused this report to be signed on their behalf by the undersigned, thereunto duly authorized.

Date: February 20, 2020

DUKE ENERGY CORPORATION
(Registrant)

By:

/s/ LYNN J. GOOD

Lynn J. Good
Chairman, President and Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the date indicated.

(i) /s/ LYNN J. GOOD

Lynn J. Good
Chairman, President and Chief Executive Officer (Principal Executive Officer and Director)

(ii) /s/ STEVEN K. YOUNG

Steven K. Young
Executive Vice President and Chief Financial Officer (Principal Financial Officer)

(iii) /s/ DWIGHT L. JACOBS

Dwight L. Jacobs
Senior Vice President, Chief Accounting Officer, Tax and Controller (Principal Accounting Officer)

(iv) Directors:

- | | |
|--------------------------|--------------------------|
| Michael G. Browning* | William E. Kennard* |
| Annette K. Clayton* | E. Marie McKee* |
| Theodore F. Craver, Jr.* | Charles W. Moorman IV* |
| Robert M. Davis* | Marya M. Rose* |
| Daniel R. DiMicco* | Carlos A. Saladrigas* |
| Nicholas C. Fanandakis* | Thomas E. Skains* |
| Lynn J. Good* | William E. Webster, Jr.* |
| John T. Herron* | |

Steven K. Young, by signing his name hereto, does hereby sign this document on behalf of the registrant and on behalf of each of the above-named persons previously indicated by asterisk (*) pursuant to a power of attorney duly executed by the registrant and such persons, filed with the Securities and Exchange Commission as an exhibit hereto.

By:

/s/ STEVEN K. YOUNG

Attorney-In-Fact

Date: February 20, 2020

SIGNATURES

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: February 20, 2020

PROGRESS ENERGY, INC.
(Registrant)

By: _____

/s/ LYNN J. GOOD

Lynn J. Good
Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the date indicated.

- (i) /s/ LYNN J. GOOD
Lynn J. Good
Chief Executive Officer (Principal Executive Officer)

- (ii) /s/ STEVEN K. YOUNG
Steven K. Young
Executive Vice President and Chief Financial Officer (Principal Financial Officer)

- (iii) /s/ DWIGHT L. JACOBS
Dwight L. Jacobs
Senior Vice President, Chief Accounting Officer, Tax and Controller (Principal Accounting Officer)

- (iv) Directors:

/s/ KODWO GHARTEY-TAGOE
Kodwo Ghartey-Tagoe

/s/ LYNN J. GOOD
Lynn J. Good

Date: February 20, 2020

SIGNATURES

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: February 20, 2020

DUKE ENERGY PROGRESS, LLC
 (Registrant)
 By:

/s/ LYNN J. GOOD
 Lynn J. Good
 Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the date indicated.

- (i) */s/ LYNN J. GOOD*

 Lynn J. Good
 Chief Executive Officer (Principal Executive Officer)

- (ii) */s/ STEVEN K. YOUNG*

 Steven K. Young
 Executive Vice President and Chief Financial Officer (Principal Financial Officer)

- (iii) */s/ DWIGHT L. JACOBS*

 Dwight L. Jacobs
 Senior Vice President, Chief Accounting Officer, Tax and Controller (Principal Accounting Officer)

- (iv) Directors:
 - /s/ DOUGLAS F ESAMANN*

 Douglas F Esamann

 - /s/ KODWO GHARTEY-TAGOE*

 Kodwo Ghartey-Tagoe

 - /s/ LYNN J. GOOD*

 Lynn J. Good

 - /s/ DHIAA M. JAMIL*

 Dhiaa M. Jamil

 - /s/ JULIA S. JANSON*

 Julia S. Janson

Date: February 20, 2020

SIGNATURES

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: February 20, 2020

DUKE ENERGY FLORIDA, LLC
(Registrant)

By:

/s/ LYNN J. GOOD

Lynn J. Good
Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the date indicated.

- (i) /s/ LYNN J. GOOD
Lynn J. Good
Chief Executive Officer (Principal Executive Officer)
- (ii) /s/ STEVEN K. YOUNG
Steven K. Young
Executive Vice President and Chief Financial Officer (Principal Financial Officer)
- (iii) /s/ DWIGHT L. JACOBS
Dwight L. Jacobs
Senior Vice President, Chief Accounting Officer, Tax and Controller (Principal Accounting Officer)
- (iv) Directors:
 - /s/ DOUGLAS F ESAMANN
Douglas F Esamann
 - /s/ KODWO GHARTEY-TAGOE
Kodwo Gharthey-Tagoe
 - /s/ LYNN J. GOOD
Lynn J. Good
 - /s/ DHIAA M. JAMIL
Dhiala M. Jamil
 - /s/ JULIA S. JANSON
Julia S. Janson

Date: February 20, 2020

SIGNATURES

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: February 20, 2020

DUKE ENERGY OHIO, INC.
(Registrant)

By:

/s/ LYNN J. GOOD

Lynn J. Good
Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the date indicated.

(i) /s/ LYNN J. GOOD

Lynn J. Good

Chief Executive Officer (Principal Executive Officer)

(ii) /s/ STEVEN K. YOUNG

Steven K. Young

Executive Vice President and Chief Financial Officer (Principal Financial Officer)

(iii) /s/ DWIGHT L. JACOBS

Dwight L. Jacobs

Senior Vice President, Chief Accounting Officer, Tax and Controller (Principal Accounting Officer)

(iv) Directors:

/s/ DOUGLAS F ESAMANN

Douglas F Esamann

/s/ LYNN J. GOOD

Lynn J. Good

/s/ DHIAA M. JAMIL

Dhiaa M. Jamil

Date: February 20, 2020

SIGNATURES

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: February 20, 2020

DUKE ENERGY INDIANA, LLC
(Registrant)

By:

/s/ LYNN J. GOOD

Lynn J. Good
Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the date indicated.

(i) /s/ LYNN J. GOOD

Lynn J. Good

Chief Executive Officer (Principal Executive Officer)

(ii) /s/ STEVEN K. YOUNG

Steven K. Young

Executive Vice President and Chief Financial Officer (Principal Financial Officer)

(iii) /s/ DWIGHT L. JACOBS

Dwight L. Jacobs

Senior Vice President, Chief Accounting Officer, Tax and Controller (Principal Accounting Officer)

(iv) Directors:

/s/ DOUGLAS F ESAMANN

Douglas F Esamann

/s/ KELLEY A. KARN

Kelley A. Karn

/s/ STAN PINEGAR

Stan Pinegar

Date: February 20, 2020

SIGNATURES

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: February 20, 2020

PIEDMONT NATURAL GAS
COMPANY, INC.
(Registrant)

By:

/s/ LYNN J. GOOD

Lynn J. Good
Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the date indicated.

- (i) /s/ LYNN J. GOOD
Lynn J. Good
Chief Executive Officer (Principal Executive Officer)
- (ii) /s/ STEVEN K. YOUNG
Steven K. Young
Executive Vice President and Chief Financial Officer (Principal Financial Officer)
- (iii) /s/ DWIGHT L. JACOBS
Dwight L. Jacobs
Senior Vice President, Chief Accounting Officer, Tax and Controller (Principal Accounting Officer)
- (iv) Directors:
 - /s/ DOUGLAS F ESAMANN
Douglas F Esamann
 - /s/ LYNN J. GOOD
Lynn J. Good
 - /s/ DHIAA M. JAMIL
Dhiaa M. Jamil

Date: February 20, 2020

EXHIBIT 10.54

CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement"), effective as of October 4, 2019, is made by and between Duke Energy Business Services, LLC, individually and/or collectively, as appropriate, with Duke Energy Corporation and its subsidiaries and affiliates ("Duke Energy"), and Frank Yoho (the "Consultant") (collectively referred to herein as the "Parties" and individually as a "Party").

1. Scope. The Consultant will provide advice and consulting services to Duke Energy on matters relating to the functions the Consultant performed while leading Duke Energy's natural gas business, as well as such other things, as may be requested from time to time by the President of Duke Energy's natural gas business or his/her delegate (as such position may be restructured during the Consulting Term, as defined in Section 4) (the "Services"). The Consultant will perform all Services requested by Duke Energy in a competent manner using reasonable care and diligence and will only interact or correspond with a government or regulatory official at the request, and with the advance permission, of Duke Energy.

2. Status as an Independent Contractor. The relationship of the Consultant with Duke Energy will at all times be that of an independent contractor and not an employee or agent. The Consultant will have no authority to (i) bind Duke Energy or its related entities, or (ii) act, incur any liabilities or obligations, or make any representations or warranties on its or their behalf. Nothing in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between Duke Energy and the Consultant. The Parties acknowledge and agree that, during the Consulting Term (as defined below), the Consultant will be available to provide up to 30 hours of Services per calendar month, but, in no event, will the Consultant provide hours of Services in excess of 20% of the hours the Consultant was providing Duke Energy in his capacity as an employee of Duke Energy during the period preceding his retirement.

3. Fees and Reimbursement. During the Consulting Term, Duke Energy will pay the Consultant a consulting fee of \$10,000 per full calendar month (prorated for partial calendar months) for Services requested by Duke Energy and provided by the Consultant, with each monthly consulting fee payment being made to the Consultant by the 30th day following the end of the applicable calendar month of the Consulting Term. The Consultant will return to Duke Energy any Duke Energy property (provided to him during the Consulting Term) in his possession at the end of the Consulting Term. Duke Energy also will reimburse the Consultant for actual, necessary, and reasonable out-of-pocket business-related expenses that the Consultant incurs providing the Services requested by Duke Energy; provided, however, that the Consultant must obtain Duke Energy's consent prior to incurring any such expense that exceeds \$250. The Parties agree that, except as specifically set forth in this Section 3, the Consultant shall be entitled to no compensation or benefits from Duke Energy with respect to the Services, shall not be eligible to participate in any employee benefit plans of Duke Energy in connection with providing Services and shall not be credited with service or age credit for purposes of eligibility, vesting or benefit accrual under any employee benefit plan of Duke Energy.

4. Duration and Termination. This Agreement will commence on October 4, 2019 and expire/terminate on October 3, 2020, unless earlier terminated pursuant to the terms of this Agreement (the "Consulting Term"). This Agreement will be terminated immediately upon the death or incapacity of the Consultant, and may be terminated immediately, by the Consultant or Duke Energy for any reason, at any time, upon the provision of written notice. In the event of the termination of this Agreement, as of the time of termination, this Agreement will be of no further

force or effect, and no Party will have any liability to the other Party, except that (i) Section 3 (solely with respect to any fees or expenses of the Consultant for Services accrued or incurred on or prior to the date of termination but not yet paid or reimbursed in full by Duke Energy in accordance therewith) and Sections 6, 7 and 8 will survive such termination in accordance with their terms (or, if no survival period is expressly set forth therein, indefinitely); and (ii) nothing herein will relieve any party from liability for any willful breach of this Agreement prior to its termination.

5. Taxes and Compliance. As an independent contractor, the Consultant is responsible for all taxes associated with any payment he receives from Duke Energy pursuant to this Agreement and will indemnify Duke Energy and related entities and hold them harmless in any proceeding, lawsuit, claim or demand pertaining to such taxes.

6. Confidentiality. The Consultant may acquire or have access to confidential and proprietary information of Duke Energy in performing the Services requested by Duke Energy (the "Confidential Information"). Except to the extent not permitted under applicable law or regulation, the Consultant will not, at any time, without Duke Energy's prior written consent, directly or indirectly, use or disclose any Confidential Information for his benefit or the benefit of any other person or entity. The Consultant's obligations under this provision will survive the expiration or termination of this Agreement and are in addition to, and not in limitation of or preemption of, all other obligations of confidentiality which the Consultant may have to Duke Energy and/or its subsidiaries, affiliates or related entities. The Consultant will return all Confidential Information to Duke Energy at the end of the Consulting Term.

The Consultant acknowledges that the Confidential Information is and at all times remains the sole and exclusive property of Duke Energy and/or its affiliates and that Duke Energy and/or its affiliates has the exclusive right, title, and interest to its Confidential Information. No right or license, by implication or otherwise, is granted by Duke Energy as a result of the disclosure of Confidential Information under this Agreement.

7. Indemnity. The Consultant will indemnify and hold Duke Energy and its subsidiaries, affiliates and related entities harmless from any and all claims, demands, suits, actions, causes of action, damages, losses, injuries, costs and expenses, including, but not limited to, attorneys' fees, payments, judgments, and any and all liabilities arising, or alleged to arise, in whole or in part, from or out of, in any manner whatsoever, the willful misconduct or gross negligence of the Consultant in performing the Services requested by Duke Energy pursuant to this Agreement. Subject to the preceding sentence, Duke Energy agrees to indemnify and hold the Consultant harmless with respect to the results of any action taken based on the advice of the Consultant, including all losses and damages resulting from any legal or regulatory action. This provision will continue in full force and effect notwithstanding expiration or termination of this Agreement.

8. Miscellaneous.

a) Applicable Law. This Agreement will be governed by, construed, and enforced in accordance with the procedural and substantive laws of the State of North Carolina, without regard to any applicable state's choice of law provisions. Any dispute, controversy or claim arising out of or relating to this Agreement will be submitted to the state or federal court in North Carolina.

b) Severability. If any term or provision of this Agreement is deemed to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and

conditions of this Agreement will remain in full force and effect. If any term or provision of this Agreement is deemed to be excessively broad in scope, it will be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law then in effect.

c) Amendment. This Agreement may not be modified except by a written document signed by both Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all previous communications, representations, and agreements, oral or written, between the Parties with respect to the subject matter of this Agreement.

d) Counterparts. This Agreement may be executed in counterparts, each of which will be an original, but all of which together will constitute one and the same agreement.

IN WITNESS THEREOF, this Agreement has been executed by the parties effective as of the date set forth above.

CONSULTANT

DUKE ENERGY BUSINESS SERVICES,
LLC

/s/ Frank Yoho
Frank Yoho

/s/ Douglas F Esamann
Douglas F Esamann

Executive Vice President, Energy Solutions & President, Midwest and Florida
Regions and Natural Gas Business

9/24/2019
Date

9/25/2019
Date

Exhibit 10.64

LEASE AGREEMENT

Dated as of December 23, 2019

between

DUKE ENERGY CAROLINAS, LLC,
as Tenant

and

CGA 525 SOUTH TRYON TIC 1, LLC, a Delaware limited liability company,
CGA 525 SOUTH TRYON TIC 2, LLC, a Delaware limited liability company and
CK 525 SOUTH TRYON TIC, LLC, a Delaware limited liability company
as Tenants-in-Common
(collectively, as Landlord)

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LEASE AGREEMENT

THIS LEASE AGREEMENT (as amended, supplemented or otherwise modified from time to time, this "Lease") made as of December 23, 2019 (the "Effective Date"), by and between **CGA 525 SOUTH TRYON TIC 1, LLC**, a Delaware limited liability company ("**TIC 1**"), **CGA 525 SOUTH TRYON TIC 2, LLC**, a Delaware limited liability company ("**TIC 2**"), and **CK 525 SOUTH TRYON TIC, LLC**, a Delaware limited liability company ("**TIC 3**"), as tenants-in-common (TIC 1, TIC 2 and TIC 3 are herein collectively, "Landlord"), having an office at c/o CGA Capital LLC, 9475 Deereco Road, Suite 300 Timonium, Maryland 21093, Attention: Mr. W. Kyle Gore and DUKE ENERGY CAROLINAS, LLC, a North Carolina limited liability company ("Tenant"), having an office at c/o Duke Energy Real Estate Services, 550 South Tryon Street, DEC 22A, Charlotte, North Carolina 28202, Attention: Lease Administration.

In consideration of the rents and provisions herein stipulated to be paid and performed, Landlord and Tenant, intending to be legally bound, hereby covenant and agree as follows:

1. Certain Definitions. All capitalized terms, unless otherwise defined herein, shall have the respective meanings ascribed to such terms in Appendix A annexed hereto and by this reference incorporated herein.

2. Demise of Leased Premises. Landlord hereby demises and lets to Tenant and Tenant hereby takes and leases from Landlord, for the term and upon the provisions hereinafter specified, the Leased Premises.

3. Title and Condition

(a) The Leased Premises are demised and let subject to (i) the Permitted Encumbrances, and (ii) the condition of the Leased Premises as of the Commencement Date, without representation or warranty by Landlord; it being understood and agreed, however, that the recital of the Permitted Encumbrances herein shall not be construed as a revival of any thereof which for any reason may have expired.

(b) LANDLORD HAS NOT MADE AND WILL NOT MAKE ANY INSPECTION OF ANY OF THE LEASED PREMISES, AND LANDLORD LEASES AND WILL LEASE AND TENANT TAKES AND WILL TAKE THE LEASED PREMISES "AS IS", AND TENANT ACKNOWLEDGES THAT LANDLORD (WHETHER ACTING AS LANDLORD HEREUNDER OR IN ANY OTHER CAPACITY) HAS NOT MADE AND WILL NOT MAKE, NOR SHALL LANDLORD BE DEEMED TO HAVE MADE, ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE LEASED PREMISES, INCLUDING ANY WARRANTY OR REPRESENTATION AS TO ITS FITNESS FOR USE OR DESIGN OR CONDITION FOR ANY PARTICULAR USE OR PURPOSE, AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP THEREIN, LATENT OR PATENT, AS TO LANDLORD'S TITLE THERETO, OR AS TO VALUE, COMPLIANCE WITH SPECIFICATIONS, LOCATION, USE, CONDITION, MERCHANTABILITY, QUALITY, DESCRIPTION, DURABILITY OR OPERATION, IT BEING AGREED THAT ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY TENANT. Tenant acknowledges that the Leased Premises are of its selection and to its specifications, and that the Leased Premises have been inspected by Tenant and are satisfactory to it. In the event of any defect or deficiency in any of the

Leased Premises of any nature, whether patent or latent, Landlord shall not have any responsibility or liability with respect thereto or for any incidental or consequential damages (including strict liability in tort). The provisions of this Paragraph 3(b) have been negotiated, and the foregoing provisions are intended to be a complete exclusion and negation of any warranties by Landlord, express or implied, with respect to any of the Leased Premises, arising pursuant to the Uniform Commercial Code or any other Legal Requirement now or hereafter in effect or otherwise.

(c) Tenant acknowledges and agrees that Tenant has examined the title to the Leased Premises prior to the execution and delivery of this Lease and has found such title to be satisfactory for the purposes contemplated by this Lease.

(d) Landlord hereby assigns, without recourse or warranty whatsoever, to Tenant, all Guaranties. Such assignment shall remain in effect until the termination of this Lease, provided that Landlord shall retain the right to enforce the Guaranties in the name of Tenant during the continuance of an Event of Default. Any monies collected by Tenant (net of reasonable out-of-pocket collection expenses) under any of the Guaranties during the continuation of an Event of Default shall be held in trust by Tenant and promptly paid over to Landlord. Landlord hereby agrees to execute and deliver, at Tenant's expense, such further documents, including powers of attorney, as Tenant may reasonably request in order that Tenant may have the full benefit of the assignment effected by this Paragraph 3(d). Upon the termination of this Lease, the Guaranties shall automatically revert to Landlord. The foregoing provision of reversion shall be self-operative and no further instrument of reassignment shall be required, provided that, in confirmation of such reassignment, Tenant shall promptly, at Tenant's expense, execute and deliver any instrument which Landlord may reasonably request.

(e) Landlord agrees to enter into, amend, confirm or release, all at Tenant's expense, such Record Agreements as reasonably requested by Tenant, subject to Landlord's approval of the form thereof, not to be unreasonably withheld, conditioned or delayed; provided, however, that no such Record Agreement, nor any amendment, confirmation or release of any such Record Agreement, shall violate any Permitted Encumbrance or Legal Requirements, or result in any material diminution in the value, use or utility of the Leased Premises (including, without limitation, for use initially as a Class A office building, and thereafter as an office building of comparable class and quality as other office buildings of comparable age and size in the Central Business District of Charlotte, North Carolina on the date of determination, and subject to Tenant's maintaining the Leased Premises in the manner and condition set forth in this Lease) and, further provided, that if any such Record Agreement, or any amendment, confirmation or release of any such Record Agreement, shall create or impose financial burdens on the Landlord, Tenant agrees to pay (or reimburse Landlord for) any such financial burdens.

4. Use of Leased Premises: Quiet Enjoyment.

(a) Tenant may use the Leased Premises as an office building (and all uses ancillary or incidental thereto) and/or for any other lawful purpose, so long as such other lawful purpose would not (i) have a material adverse effect on the fair market value of the Leased Premises, (ii) increase (when compared to use as an office building) the likelihood that Tenant, Landlord or any Lender would incur liability under any provisions of any Environmental Laws, (iii) subject Landlord to any burdensome Legal Requirements, or (iv) violate any Legal Requirements. In no event shall

the Leased Premises be used for any purpose which shall violate any of the provisions of any Permitted Encumbrance or any Record Agreement applicable to the Leased Premises. Tenant agrees that with respect to the Permitted Encumbrances and each Record Agreement, Tenant shall, at its expense, observe, perform and comply with and carry out the provisions thereof required therein to be observed and performed by Landlord or Tenant during the Term.

(b) Subject to Tenant's rights under Paragraph 18, Tenant shall not permit any unlawful occupation, business or trade to be conducted on the Leased Premises or any use to be made thereof contrary to applicable Legal Requirements or Insurance Requirements. Subject to Tenant's rights under Paragraph 18, Tenant shall not use, occupy or permit any of the Leased Premises to be used or occupied, nor do or permit anything to be done in or on any of the Leased Premises, in a manner which would (i) make void or voidable any insurance which Tenant is required hereunder to maintain in force with respect to any of the Leased Premises, (ii) materially adversely affect the ability of Tenant to obtain any insurance which Tenant is required to furnish hereunder, or (iii) cause any injury or damage to any of the Improvements, it being understood that "damage" to the Improvements as such term is used in this 4.(b) (iii) shall not include demolition activities in connection with Alterations permitted under Paragraph 12.

(c) Subject to all of the provisions of this Lease, so long as no Event of Default exists hereunder, Landlord covenants that neither Landlord, nor any Person claiming by, through or under Landlord, shall do any act to disturb, or fail to perform any act which failure results in the disturbance of, the peaceful and quiet occupation and enjoyment of the Leased Premises by Tenant.

5. Term

(a) Subject to the provisions hereof, Tenant shall have and hold the Leased Premises for an Initial Term commencing on the Commencement Date and ending on the Expiration Date. Prior to the Final Completion Date and except to the extent any specific provision of the Agency Agreement is identified herein as controlling, to the extent that there are any inconsistencies between the terms of this Lease and the terms of the Agency Agreement, the terms of this Lease shall control as to the rights and obligations of Landlord and Tenant.

(b) Provided (i) this Lease shall not have been terminated pursuant to the provisions of Paragraphs 13(b), 14(g), 19, 31 (other than in connection with, at Tenant's election, a Tenant Assumption (hereinafter defined)) or 32 of this Lease and (ii) no Event of Default has occurred and remains uncured, in each case on the applicable date of its Renewal Option Notice and on the Expiration Date (or the expiration date of the then expiring Renewal Term, as applicable), Tenant shall have eight (8) consecutive options to extend the Term of this Lease for a Renewal Term, commencing upon the day after the Expiration Date (or the expiration date of the then expiring Renewal Term, as applicable). If Tenant elects not to exercise any one or more of said renewal options, it shall do so by delivering a non-renewal notice to Landlord at any time during the Term (or the then Renewal Term, as applicable) but, in any event, on or before June 30, 2051 with respect to the Initial Term with respect to the first renewal option, and at least twelve (12) months prior to the applicable Lease expiration date with respect to any of the next seven (7) renewal options, as applicable. If Tenant shall fail to timely deliver such non-renewal notice to Landlord, Tenant shall be deemed to have irrevocably elected to exercise the applicable renewal option. If Tenant shall elect (or is deemed to have elected) to exercise any such renewal option, the Term of this Lease

shall be automatically extended for a Renewal Term without the execution of an extension or renewal agreement. Any Renewal Term shall be subject to all of the provisions of this Lease, including, but not limited to, the Basic Rent provisions for such Renewal Term set forth on Exhibit B attached hereto, and all such provisions shall continue in full force and effect.

6. Rent.

(a) Tenant shall pay to Landlord, as rent for the Leased Premises during the Term, the Basic Rent in advance, on the Rent Commencement Date and on each Basic Rent Payment Date occurring after the Rent Commencement Date, and shall pay the same by ACH or wire transfer in immediately available federal funds, by 1:00 p.m., Charlotte, North Carolina time on the date due, to such account in such bank as Landlord shall designate from time to time.

(b) Tenant shall pay the Purchase Price, Default Purchase Price, Condemnation Termination Payment or Casualty Termination Payment, as applicable, and pay and discharge, as Additional Rent, all other amounts and obligations which Tenant assumes or agrees to pay or discharge pursuant to this Lease, together with every fine, penalty, interest and cost which may be added by the party to whom such payment is due for nonpayment or late payment thereof. All payments of Additional Rent that are payable to Landlord shall be paid by Tenant by ACH or wire transfer in immediately available federal funds to such account in such bank as Landlord shall designate from time to time.

(c) If any installment of Basic Rent or Additional Rent is not paid when the same is due, Tenant shall pay to Landlord, on demand, as Additional Rent, interest on such installment from the date such installment was due to the date such installment is paid at the Default Rate. In addition to the interest payable pursuant to the foregoing sentence, any payment not received within ten (10) days after the applicable due date shall incur a late charge in the amount of one percent (1%) of such late payment amount (except to the extent such late charge is prohibited by Legal Requirements). Tenant and Landlord agree that this late charge represents a reasonable sum (considering all of the circumstances existing on the date of the execution of this Lease) and a fair and reasonable estimate of the costs that Landlord will incur by reason of Tenant's failure to pay such amounts on time. Tenant and Landlord further agree that proof of actual damages would be costly and inconvenient. Acceptance of any late charge shall not constitute a waiver of the default with respect to the overdue Basic Rent or Additional Rent payment and shall not prevent Landlord from exercising any of the other rights available hereunder if such default remains uncured by Tenant.

(d) Landlord and Tenant agree that this Lease is a true lease and does not represent a financing arrangement. Each party shall reflect the transactions represented by this Lease in all applicable books, records and reports (including, without limitation, income tax filings) in a manner consistent with "true lease" treatment rather than "financing" treatment.

(e) Each of Landlord and Tenant acknowledges the terms of Section 4.2 and Section 4.3 of the Agency Agreement and agrees to execute and deliver an amendment to this Lease in accordance with the terms of Section 4.2(f) and Section 4.3(b) thereof.

7. Net Lease: Non-Terminability.

(a) Except as otherwise expressly provided in Paragraphs 13(b), 14(g), 19, 31 (other than in connection with, at Tenant's election, a Tenant Assumption) and 32 of this Lease, this Lease shall not terminate and Tenant shall not have any right to terminate this Lease during the Term. This is a net lease and, except as otherwise expressly provided in this Lease, Tenant shall not be entitled to any setoff, counterclaim, recoupment, abatement, suspension, deferment, diminution, deduction, reduction or defense of or to Basic Rent, Additional Rent, Purchase Price, Default Purchase Price, Condemnation Termination Payment or Casualty Termination Payment, as applicable, and the obligations of Tenant under this Lease shall not be affected by any circumstance or event, or for any reason, including but not limited to the following: (i) any damage to or destruction of any of the Leased Premises by any cause whatsoever, (ii) any Condemnation, (iii) the prohibition, limitation or restriction of, or interference with, Tenant's use of any of the Leased Premises, (iv) any eviction by paramount title, constructive eviction, or otherwise, (v) Tenant's acquisition of ownership of any of the Leased Premises other than pursuant to an express provision of this Lease, (vi) any default on the part of Landlord under this Lease or under any other agreement, (vii) any latent or other defect in, or any theft or loss of, any of the Leased Premises, (viii) the breach of any warranty of any seller or manufacturer of any of the Equipment or any engineer, contractor or builder with respect to any of the Leased Premises, or (ix) any other cause, whether similar or dissimilar to the foregoing, any present or future Legal Requirement to the contrary notwithstanding. It is the intention of the parties hereto that the obligations of Tenant under this Lease shall be separate and independent covenants and agreements, and that Basic Rent, Additional Rent, Purchase Price, Default Purchase Price, Condemnation Termination Payment or Casualty Termination Payment, to the extent applicable, shall continue to be payable in all events (or, in lieu thereof, Tenant shall pay amounts equal thereto), and that the obligations of Tenant under this Lease shall continue unaffected, unless this Lease shall have been terminated pursuant to an express provision of this Lease. Notwithstanding the foregoing, Tenant shall have the right to pursue a cause of action against Landlord for actual damages resulting from Landlord's default under this Lease, it being understood that Tenant shall have no right to set off any such damages against the Basic Rent or Additional Rent payable under this Lease or the Purchase Price, the Default Purchase Price, Condemnation Termination Payment or Casualty Termination Payment, as applicable, if payable hereunder or under the Agency Agreement.

(b) Tenant agrees that, except as otherwise expressly provided in Paragraphs 13(b), 14(g), 19, 31 (other than in connection with, at Tenant's election, a Tenant Assumption) and 32 of this Lease, it shall remain obligated under this Lease in accordance with its provisions and that, except as otherwise expressly provided herein, it shall not take any action to terminate, rescind or avoid this Lease, notwithstanding (i) the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding-up or other proceeding affecting Landlord, (ii) the exercise of any remedy, including foreclosure, under the Mortgage (subject, however, to the terms of any applicable SNDA), or (iii) any action with respect to this Lease (including the disaffirmance hereof) which may be taken by Landlord under the Federal Bankruptcy Code or by any trustee, receiver or liquidator of Landlord or by any court under the Federal Bankruptcy Code or otherwise.

(c) This Lease is the absolute and unconditional obligation of Tenant. Tenant waives all rights that are not expressly stated in this Lease but that may now or hereafter otherwise be conferred by law (i) to quit, terminate or surrender this Lease or any of the Leased Premises, (ii) to

any setoff, counterclaim, recoupment, abatement, suspension, deferment, diminution, deduction, reduction or defense of or to Basic Rent, any Additional Rent, the Purchase Price, the Default Purchase Price Condemnation Termination Payment or Casualty Termination Payment, as applicable, and (iii) for any statutory lien or offset right against Landlord or its property.

8. Payment of Impositions; Compliance with Legal Requirements and Insurance Requirements.

(a) (i) Subject to the provisions of Paragraph 18, Tenant shall, before interest or penalties are due thereon, pay directly to the applicable third party and discharge all Impositions. If received by Landlord, Landlord shall, within thirty (30) days of Landlord's receipt thereof, but in any event at least five (5) Business Days prior to the due date for the related Imposition (provided that Landlord has received such bill or invoice prior to five (5) Business Days preceding such due date), deliver to Tenant any bill or invoice with respect to any Imposition.

(ii) Nothing herein shall obligate Tenant to pay, and the term "Impositions" shall exclude, any federal, state or local (A) transfer taxes as the result of a conveyance by (or suffered by) Landlord to any Person other than (1) transfers to Tenant or a person designated by Tenant or (2) transfers as a result of an Event of Default, (B) franchise, capital stock, gross income taxes that are in the nature of franchise or capital stock taxes or similar taxes if any, of Landlord, (C) income, excess profits or other taxes, if any, of Landlord, determined on the basis of or measured by its net income, (D) estate, inheritance, succession, gift, capital levy or similar taxes of Landlord, or (E) Tax that would not have been imposed but for the failure of Indemnitee to comply with certification, information, documentation or other reporting requirements applicable to Indemnitee and for which Tenant is not responsible under this Lease, if compliance with such requirements is required by statute or regulation of the relevant taxing authority as a precondition to relief or exemption from such Tax. In the event that any assessment against any of the Leased Premises may be paid in installments, Tenant shall have the option to pay such assessment in installments; and in such event, Tenant shall be liable only for those installments which become due and payable during the Term, and Tenant shall also be liable for the prorated portion of installments not yet due and payable during the Term, but which accrue during the Term. Tenant shall prepare and file all tax reports required by Governmental Authorities which relate to the Impositions. Tenant shall deliver to Landlord, within thirty (30) days after payment by Tenant, receipts for the payments of all property taxes related to the Leased Premises. In addition, Tenant shall deliver to Landlord, within thirty (30) days after Landlord's written request therefor, copies of all settlements and notices pertaining to the Impositions which may be issued by any Governmental Authority and receipts for payments of all other Impositions made during each calendar year of the Term.

(b) Subject to the provisions of Paragraph 18, Tenant shall promptly comply with and conform to all of the Legal Requirements and Insurance Requirements.

(c) Any payments required to be made by Tenant pursuant to this Paragraph 8 that are not allowed to be paid directly to the appropriate Governmental Authority or such other Person to whom such payment is due shall be made directly to Landlord or its designee, at the location and in the manner specified by Landlord pursuant to Paragraph 6 for the payment of Additional Rent.

(d) If any report, return or statement (a "Filing") is required to be filed with respect to any Imposition that is subject to this Paragraph 8, Tenant shall, if permitted by Legal Requirements to do so, timely file or cause to be filed such Filing with respect to such Imposition and shall promptly provide notice of such Filing to Landlord (except for any such Filing that Landlord has notified Tenant in writing that Landlord intends to file) and will (if ownership of the Leased Premises or any part thereof or interest therein is required to be shown on such Filing) show the ownership of the Leased Premises in the name of Landlord and send a copy of such Filing to Landlord. If Tenant is not permitted by Legal Requirements to file any such Filing, Tenant will promptly notify Landlord of such requirement in writing and prepare and deliver to Landlord a proposed form of such Filing and such information as is within Tenant's reasonable control or access with respect to such Filing within a reasonable time, and in all events at least thirty (30) days, prior to the time such Filing is required to be filed. Tenant shall hold Landlord harmless from and against any liabilities, including, but not limited to penalties, additions to tax, fines and interest, arising out of any insufficiency or inaccuracy in any such Filing, if such insufficiency or inaccuracy is attributable to Tenant, it being understood that Tenant shall have no liability hereunder with respect to any failure of Landlord to timely file any Filing that Tenant has provided to Landlord pursuant to the second sentence of this subparagraph (d) or for any insufficiency or inaccuracy in any Filing if such insufficiency or inaccuracy is made or caused by Landlord.

(e) Notwithstanding anything herein to the contrary, any obligations of Tenant under the provisions of this Paragraph 8 that accrue prior to the expiration or earlier termination of this Lease shall survive such expiration or earlier termination of this Lease.

9. Liens; Recording and Title.

(a) Subject to the provisions of Paragraph 18, Tenant shall not, directly or indirectly, create or permit to be created or to remain, and shall promptly discharge, any lien on the Leased Premises, the Basic Rent or any Additional Rent, other than the Mortgage, the Permitted Encumbrances and any mortgage, lien, encumbrance or other charge created by or resulting from any act or omission of Landlord. **Notice is hereby given that Landlord shall not be liable for any labor, services or materials furnished or to be furnished to Tenant (or on behalf of Tenant), or to anyone holding any of the Leased Premises through or under Tenant, and that no mechanic's or other liens for any such labor, services or materials shall attach to or affect the interest of Landlord in and to any of the Leased Premises.**

(b) Notwithstanding the foregoing, if any lien or encumbrance upon the Leased Premises (i) is a lien or encumbrance which Tenant is obligated to remove or discharge under this Paragraph 9, and (ii) is not a lien or encumbrance created by Tenant or any person or entity claiming by, through or under Tenant, and (iii) is a lien or encumbrance with respect to which Landlord is entitled to make a claim under the terms of the owner's policy of title insurance issued by the national office of Chicago Title Insurance Company (or any co-insurer or reinsurer), to Landlord with respect to the Leased Premises as of the Commencement Date (or any subsequent owner's policy of title insurance issued and in effect during the Term in favor of Landlord with respect to the Leased Premises) (as applicable, the "Title Policy"), Landlord shall be obligated to remove or discharge, or pay to Tenant the amount incurred by Tenant in removing and discharging such lien or encumbrance to the extent (and only to the extent) of any proceeds, damages or other amounts paid to Landlord under the Title Policy, net of any and all costs and expense incurred by Landlord in

connection with collecting such proceeds, damages or other amounts not previously reimbursed by Tenant (“Title Policy Proceeds”). In that connection, if any such lien or encumbrance is discovered, Landlord, upon Tenant’s reasonable request and at Tenant’s expense, will make such claims or institute such proceedings as are appropriate under the terms of the Title Policy to cause the insurer thereunder to either remove such lien or encumbrance or pay any Title Policy Proceeds payable under the Title Policy in respect of any lien or encumbrance. Tenant agrees to indemnify and hold Landlord harmless against all liability, cost and expense which Landlord may sustain or incur in making any such claim or instituting any such proceeding. In the event that Landlord is paid any Title Policy Proceeds as a result of such claim or proceeding prior to the time that Tenant pays any such lien or encumbrance under this Paragraph 9, Landlord shall apply the Title Policy Proceeds to the payment of amounts necessary to remove and discharge any such lien or encumbrance to the extent of such proceeds. In the event that Landlord is paid any Title Policy Proceeds after Tenant pays such lien or encumbrance, then Landlord agrees to reimburse Tenant for any amounts paid by Tenant to remove or discharge any such lien or encumbrance, including, without limitation, expenses incurred by Tenant in causing such lien or encumbrance to be removed or discharged or incurred by Tenant under the foregoing indemnity to the extent, and only to the extent, of such Title Policy Proceeds. Any Title Policy Proceeds exceeding the foregoing amounts shall be divided in an equitable manner between Landlord and Tenant in accordance with their respective interests in the Leased Premises. The rights of Tenant under this Paragraph 9(b) shall not release or relieve Tenant from its obligations under this Paragraph 9 to promptly remove and discharge any lien or encumbrance upon the Leased Premises in accordance with the terms hereof, subject to Tenant’s claim under this Paragraph 9(b) and subject to the terms of Paragraph 18, and if Tenant elects to contest any such lien or encumbrance under the terms of Paragraph 18, the rights of Tenant hereunder shall not affect the terms of Paragraph 18 or the conditions set out therein with respect to the contest of any such lien or encumbrance. Any claim by Tenant against Landlord in accordance with the foregoing provisions shall be strictly limited to the amount of any Title Policy Proceeds actually paid to Landlord.

(c) Each of Landlord and Tenant shall execute, acknowledge and deliver to the other a written Memorandum of this Lease to be recorded, at Tenant’s expense, in the appropriate land records of the jurisdiction in which the Leased Premises is located, in order to give public notice and protect the validity of this Lease. In the event of any discrepancy between the provisions of such recorded Memorandum of this Lease and the provisions of this Lease, the provisions of this Lease shall prevail.

(d) Nothing in this Lease and no action or inaction by Landlord shall be deemed or construed to mean that Landlord has granted to Tenant any right, power or permission to do any act or to make any agreement which may create, give rise to, or be the foundation for, any right, title, interest or lien in or upon the estate of Landlord in any of the Leased Premises, other than an assignment or a sublease, in either case, as permitted under the provisions of Paragraph 17.

10. Indemnification.

(a) Tenant agrees to assume liability for, and to indemnify, protect, defend, save and keep harmless each Indemnitee from and against any and all Claims that may be suffered, imposed on or asserted against any Indemnitee **(INCLUDING, WITHOUT LIMITATION, ANY CLAIMS RESULTING FROM ANY INDEMNITEE’S ORDINARY NEGLIGENCE BUT**

NOT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT), arising out of (i) the leasing by Landlord of the Leased Premises to Tenant, subleasing of the Leased Premises by Tenant, assignment by Tenant of its interest in this Lease, or sale of the Leased Premises by Landlord to Tenant, renewal of this Lease, or the operation, possession, use, non-use, maintenance, modification, alteration, construction, reconstruction, restoration, condition, design or replacement of the Leased Premises (or any portion thereof), any Record Agreement affecting the Leased Premises or from the granting by Landlord at Tenant's request of Record Agreements, licenses or any other rights with respect to all or any part of the Leased Premises, (ii) patent, trademark or copyright infringement and latent or other defects, whether or not discoverable, (iii) the non-compliance of the Leased Premises with Legal Requirements and any other liability under Legal Requirements (including, without limitation, any Claims arising directly or indirectly out of any actual or alleged violation, now or hereafter existing, of any Environmental Laws), (iv) this Lease or any modification, amendment or supplement hereto, (v) any default by Tenant under this Lease, (vi) the business and activities of Tenant or of any other Person on or about the Leased Premises (whether as an invitee, subtenant, licensee or otherwise), and (vii) any Claims arising, directly or indirectly, out of the actual or alleged presence, use, storage, generation or Release of any Hazardous Materials on, under, from or at the Leased Premises or any portion thereof of any surrounding areas for which Tenant or Landlord has any legal obligation, whether prior to or during the Term, including the cost of assessment, containment and/or removal of any such Hazardous Materials, the cost of any actions taken in response to a Release of any such Hazardous Materials so that it does not migrate or otherwise cause or threaten danger to present or future public health, safety, welfare or the environment, and costs incurred to comply with Environmental Laws in connection with all or any portion of the Leased Premises or the operation thereof, or any surrounding areas for which Tenant or Landlord has any legal obligation. Notwithstanding the foregoing, nothing herein shall be construed to obligate Tenant to indemnify, defend and hold harmless any Indemnitee from and against any Claims imposed on or incurred by such Indemnitee by reason of (i) any Indemnitee's (or any Indemnitee's employee's, agent's (other than Tenant), contractor's or invitee's) willful misconduct or gross negligence, (ii) any liens and liabilities created by Landlord on the Leased Premises (including, without limitation, any financing by Landlord with respect to the Leased Premises) or that arise from Landlord's failure to pay any Taxes, in each case for which Tenant is not responsible under this Lease, or (iii) events or circumstances that occur after the expiration or termination of this Lease and the return the Leased Premises in accordance with this Lease. Notwithstanding the foregoing, prior to the Final Completion Date, the provisions of Section 3.3 of the Agency Agreement shall control with respect to Tenant's obligations with respect to indemnities related to the Leased Premises.

(b) In case any Claim shall be made or brought against any Indemnitee, such Indemnitee shall give prompt notice thereof to Tenant; provided that failure to so notify Tenant shall not reduce Tenant's obligations to indemnify any Indemnitee hereunder except to the extent such failure adversely affects Tenant's rights to defend such Claim or results in additional liability on Tenant's part. Tenant shall be entitled, at its expense, acting through counsel selected by Tenant (and reasonably satisfactory to such Indemnitee), to participate in or to assume and control (if it promptly so elects upon notice of the Claim), the negotiation, litigation and/or settlement of any such Claim. Such Indemnitee may (but shall not be obligated to) participate at its own expense (unless Tenant is not properly performing its obligations hereunder and then at the expense of Tenant) and with its own counsel in any proceeding conducted by Tenant in accordance with the foregoing, in which case Tenant shall keep such Indemnitee and its counsel fully informed of all proceedings and filings.

Notwithstanding the foregoing, Tenant shall not be entitled to assume and control the defense of any Claim if (i) an Event of Default has occurred and is continuing, (ii) the proceeding involves possible imposition of any criminal liability or penalty or unindemnified civil penalty on such Indemnitee, (iii) the proceeding involves the granting of injunctive relief against the Indemnitee not related to this Lease, (iv) a significant counterclaim is available to the Indemnitee that would not be available to and cannot be asserted by Tenant or (v) Tenant has not acknowledged to such Indemnitee in writing that such Claim is fully covered by Tenant's indemnity set forth herein.

(c) Upon payment in full of any Claim by Tenant pursuant to this Paragraph 10 to or on behalf of an Indemnitee, Tenant, without any further action, shall be subrogated to any and all Claims that such Indemnitee may have relating thereto (other than claims in respect of insurance policies maintained by such Indemnitee at its own expense or claims against another Indemnitee for which Tenant would have indemnity obligations hereunder) to the extent of such payment, and such Indemnitee shall execute such instruments of assignment and conveyance, evidence of Claims and payment and such other documents, instruments and agreements as may be necessary to preserve any such Claims and otherwise reasonably cooperate with Tenant to enable Tenant to pursue such Claims. In no event shall Tenant settle or compromise any Claim against any Indemnitee if such settlement or compromise does not contain a full release of such Indemnitee, unless such Indemnitee otherwise consents in writing.

(d) The obligations of Tenant under this Paragraph 10 shall survive any termination or expiration of this Lease.

11. Maintenance and Repair.

(a) Except for any Alterations that Tenant is permitted to make pursuant to Paragraph 12 of this Lease, Tenant shall at all times from and after the Final Completion Date, put, keep and maintain the Leased Premises (including, without limitation, the roof, landscaping, walls, footings, foundations and structural components of the Leased Premises and the Equipment) in the same (or better) condition and order of repair as exists as of the Final Completion Date, except for ordinary wear and tear, and shall promptly make all repairs and replacements of every kind and nature, whether foreseen or unforeseen, ordinary or extraordinary, which may be required to be made upon or in connection with the Leased Premises in order to keep and maintain the Leased Premises in the order and condition required by this Paragraph 11(a). Tenant shall not commit or permit any waste of the Leased Premises. Tenant shall do or cause others to do all shoring of the Leased Premises or of foundations and walls of the Improvements and every other act necessary or appropriate for preservation and safety thereof, by reason of or in connection with any excavation or other building operation upon any of the Leased Premises, whether or not Landlord shall, by reason of any Legal Requirements or Insurance Requirements, be required to take such action or be liable for failure to do so. LANDLORD SHALL NOT BE REQUIRED TO MAKE ANY REPAIR, WHETHER FORESEEN OR UNFORESEEN, OR TO MAINTAIN ANY OF THE LEASED PREMISES OR ADJOINING PROPERTY IN ANY WAY, AND TENANT HEREBY EXPRESSLY WAIVES THE RIGHT TO MAKE REPAIRS AT THE EXPENSE OF LANDLORD, WHICH RIGHT MAY BE PROVIDED FOR IN ANY APPLICABLE LAW NOW OR HEREAFTER IN EFFECT. Nothing in the preceding sentence shall be deemed to preclude Tenant from being entitled to insurance proceeds or condemnation awards for Restoration pursuant to Paragraphs 13(c) and 14(g). Tenant shall, in all events, make all repairs for which it is responsible hereunder promptly

(but in any event Tenant shall commence such repairs within a reasonable period of time (under the circumstances given the scope and nature of the repairs to be made) after Tenant becomes aware that such repairs are necessary in Tenant's reasonable discretion, or, in the event of a Restoration pursuant to Paragraph 13(c) or 14(g), within ninety (90) days after the date insurance proceeds or a condemnation award has been paid to Lender or Landlord and made available to Tenant for Restoration (it being understood that Tenant shall take such steps as are reasonably necessary to protect and preserve the integrity and safety of the Leased Premises pending such payment) and shall diligently pursue such repairs to completion), and all repairs shall be in a good, proper and workmanlike manner.

(b) Subject to the provisions of Paragraph 18, in the event that any Improvement shall violate any Legal Requirements or Insurance Requirements, then Tenant, at the request of Landlord, shall either (i) obtain valid and effective variances, waivers or settlements of all claims, liabilities and damages resulting from each such violation, whether the same shall affect Landlord, Tenant or both, or (ii) take such action as shall be necessary to remove such violation, including, if necessary, the making of an Alteration. Any such repair or Alteration shall be made in conformity with the provisions of Paragraph 12.

(c) If Tenant shall be in default under any of the provisions of this Paragraph 11, Landlord may, thirty (30) days after Tenant's receipt of written notice of default and failure of Tenant to commence to cure during such period or to diligently pursue such cure to completion, but without notice in the event of an emergency, do whatever is necessary to cure such default as may be appropriate under the circumstances for the account of and at the expense of Tenant. In the event of an emergency Landlord shall notify Tenant of the situation by phone or other available communication and shall give Tenant as much time as is reasonably practicable before acting independently to cure such default. All reasonable sums so paid by (or on behalf of) Landlord and all reasonable costs and expenses (including, without limitation, attorneys' fees and expenses) so incurred, together with interest thereon at the Default Rate from the date of payment or incurring the expense, shall constitute Additional Rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand.

(d) Tenant shall from time to time replace with Replacement Equipment any of the Equipment which shall have become worn out or unusable for the purpose for which it is intended, been taken by a Condemnation as provided in Paragraph 13, or been lost, stolen, damaged or destroyed as provided in Paragraph 14. Tenant shall repair at its sole cost and expense all damage to the Leased Premises caused by the removal of Equipment or other personal property of Tenant or the installation of Replacement Equipment. All Replacement Equipment (except for Trade Fixtures) shall become the property of Landlord, shall be free and clear of all liens and rights of others and shall become a part of the Equipment as if originally demised herein.

12. Alterations.

(a) Tenant shall have the right to make any Non-Structural Alterations to the Leased Premises, regardless of cost, without notice to or consent of Landlord so long as Tenant complies with clause (c) of this Paragraph 12.

(b) Upon at least thirty (30) days' prior written notice to Landlord and Lender, Tenant shall have the right to make any Alteration(s) to the Leased Premises that are Structural Alterations and the cost of which exceeds the Threshold Amount, in the aggregate, in any calendar year; provided, that, (i) no default by Tenant that with the giving of notice and/or the passage of time would give rise to an or Event of Default has occurred and is then continuing, (ii) Tenant complies with clause (c) of this Paragraph 12, and (iii) prior to making any such Alteration(s), Tenant shall provide Landlord with the plans and specifications, estimated budget and proposed schedule of construction with respect thereto and Landlord shall have consented to such Alterations, which consent shall not be unreasonably withheld, conditioned or delayed. In addition, Tenant shall have the right to make any Structural Alterations to the Leased Premises without notice to or consent of Landlord so long as (x) the costs of such Structural Alterations do not exceed the Threshold Amount and (y) Tenant complies with clause (c) of this Paragraph 12.

(c) In connection with any Alteration: (i) the fair market value of the Leased Premises shall not be diminished after the completion of any such Alteration (A) in any material respect as to any Non-Structural Alterations, or (B) in any Material respect as to any Structural Alterations, as applicable; (ii) all such Alterations shall be performed in a good and workmanlike manner, and shall be expeditiously completed in compliance with all Legal Requirements and Insurance Requirements; (iii) no such Alteration shall change the permitted use of the Leased Premises (as described in Paragraph 4), (iv) Tenant shall promptly pay all costs and expenses of any such Alteration and shall (subject to and in compliance with the provisions of Paragraph 18) discharge or bond over all liens filed against any of the Leased Premises arising out of the same; (v) Tenant shall procure and pay for all permits and licenses required in connection with any such Alteration; (vi) Tenant shall not incur any debt with respect to such Alteration that results in any mortgage or other encumbrance on the Leased Premises or any part thereof or Tenant's interest in this Lease (other than mechanics and/or materialmens liens, subject to Tenant's obligations to discharge or bond around such liens as provided in Paragraph 18 of this Lease), (vii) no such Alteration shall reduce the rentable square footage of the Leased Premises by more than three percent (3%) in the aggregate of the rentable square footage of the Leased Premises that existed as of the Final Completion Date, and (viii) in the case of any Structural Alteration the estimated cost of which exceeds the Threshold Amount, such Alterations shall be made under the supervision of an architect or engineer and in accordance with plans and specifications which shall be submitted to Landlord prior to the commencement of the Alterations.

(d) All Alterations shall, upon the expiration or earlier termination of this Lease (other than as a result of Tenant's purchase of the Leased Premises in accordance with this Lease) become the property of Landlord, without any further act. To the extent permitted by the Code and by any applicable state tax laws and regulations, Tenant shall be entitled to the tax benefits, if any, with respect to any Alterations made by Tenant at Tenant's expense until such time as such Alterations become the property of Landlord pursuant to the foregoing sentence.

13. Condemnation.

(a) Each of Landlord and Tenant, promptly upon obtaining knowledge of the institution of any proceeding for Condemnation, or written threat thereof, shall notify the other party thereof and each of Landlord and Tenant shall be entitled, at its sole cost and expense, to participate in any Condemnation proceeding. Subject to the provisions of this Paragraph 13 and Paragraph 15, Tenant

hereby irrevocably assigns to Landlord or its designee any award or payment in respect of any Condemnation of the Leased Premises or any part thereof, except that (except as hereinafter provided) nothing in this Lease shall be deemed to assign to Landlord, the Trustee or any Lender any Tenant's Award to the extent Tenant shall have a right to make a separate claim therefor against the condemnor in connection with such proceeding, it being agreed, however, that Tenant shall in no event be entitled to any payment that reduces the award to which Landlord or Lender is or would be entitled for the condemnation of Landlord's interest in the Leased Premises.

(b) If (I) all or substantially all of the Leased Premises, (II) less than all of the Leased Premises, the loss of which in Tenant's reasonable business judgment, results in a material adverse effect on the business operations of Tenant at the Leased Premises, (III) a material portion of the Land or the building constructed on the Land or any means of ingress, egress or access to the Leased Premises located on the Land, the loss of which even after restoration would, in Tenant's reasonable business judgment, result in material adverse effect on the business operations of Tenant at the Leased Premises, or (IV) any means of ingress, egress or access to the Leased Premises which does not result in at least one method of ingress and egress to and from the Leased Premises remaining that is sufficient for Tenant's use thereof, as determined by Tenant in its reasonable discretion, shall be subject of a Taking by a duly constituted authority or agency having jurisdiction, then Tenant will, not later than ninety (90) days after such Taking has occurred, serve a Tenant's Termination Notice upon Landlord. In the event that, during the Initial Term, Tenant shall serve a Tenant's Termination Notice upon Landlord pursuant to this Paragraph 13, Tenant shall, as part of such Tenant's Termination Notice, make a rejectable offer to purchase the Leased Premises and the entire award for the Purchase Price. In the event that during any Renewal Term, Tenant shall serve a Tenant's Termination Notice upon Landlord pursuant to this Paragraph 13, Tenant shall, as part of such Tenant's Termination Notice, make a rejectable offer to purchase the Leased Premises and the entire award for a purchase price equal to the Net Award. Landlord shall have thirty (30) days after receipt of the Tenant's Termination Notice to accept or reject the rejectable offer, and if Landlord fails to act, Landlord shall be deemed to have accepted such offer. No rejection of such offer shall be effective unless consented to in advance in writing by Lender to the extent any Financing is outstanding. Any purchase of the Leased Premises pursuant to this Paragraph 13 shall be completed in accordance with the Purchase Procedures. If Landlord rejects Tenant's offer to purchase the Leased Premises, then the Lease shall terminate in accordance with the terms of the Tenant's Termination Notice and on such termination date, Tenant shall pay to Landlord the Termination Value as of such termination date, plus all accrued and unpaid Base Rent and Additional Rent to the date of termination, less in all events the Net Award (the "Condemnation Termination Payment").

(c) (i) In the event of a Condemnation of any part of the Leased Premises which does not result in a termination of this Lease pursuant to Paragraph 13(b) above, promptly after the Net Award with respect to such Condemnation has been paid by the related authority to Lender (or to Landlord if no Financing is then outstanding), and Tenant's Award (if any) is paid to Tenant, to the extent Restoration of the Leased Premises is practicable, Tenant shall commence and diligently continue to completion such Restoration.

(ii) Upon the payment to Landlord or Lender of the Net Award of a Taking which falls within the provisions of this Paragraph 13(c), Landlord and Lender shall, to the extent received, make the Net Award available to Tenant for Restoration in accordance with the provisions of Paragraph 15. The proceeds remaining after the completion of, and payment for, the Restoration,

if any, shall be retained by Landlord. In the event of any such partial Condemnation, all Basic Rent and Additional Rent shall continue unabated and unreduced.

(iii) In the event of a Requisition of the Leased Premises, Landlord shall apply the Net Award of such Requisition received by Landlord to the installments of Basic Rent or Additional Rent thereafter payable and Tenant shall pay any balance remaining thereafter. Upon the expiration of the Term, any portion of such Net Award which shall not have been previously credited to Tenant on account of the Basic Rent and Additional Rent shall be retained by Landlord.

(d) No agreement with any condemnor in settlement of or under threat of any Condemnation shall be made by either Landlord or Tenant without the written consent of the other, and of Lenders, if the Leased Premises are then subject to a Mortgage, which consent shall not be unreasonably withheld, conditioned or delayed, provided that if an Event of Default has occurred and is then continuing, then Tenant's consent shall not be required.

14. Insurance.

(a) From and after the Rent Commencement Date, Tenant shall maintain, during the Term at its sole cost and expense, the following insurance on the Leased Premises:

(i) Insurance against loss of or damage to the Improvements and the Equipment under a policy, which shall include coverage against all risks of direct physical loss or damage (which shall include windstorm insurance, flood insurance if the Leased Premises is located within either a Special Flood Hazard Area or a Non-Special Flood Hazard Area as determined by FEMA flood zone ratings of A or V, and earthquake insurance if the Leased Premises is located in an area where earthquake insurance is, or becomes, customarily maintained for similar commercial properties). Such insurance shall also include (A) ordinance and law coverage (hazards A, B and C, with limits for A of not less than \$1,000,000 and limits for B and C not less than \$1,000,000 in the aggregate) and (B) a condition that permits the insured to elect to rebuild on another site, provided that such rebuilding does not increase the amount of loss or damage that would otherwise be payable to rebuild at the original site (it being understood that Tenant may not rebuild at another site without Landlord's and Lender's prior written approval, which approval may be conditioned, among other things, on the fulfillment of certain reasonable conditions precedent). Such insurance shall be in amounts sufficient to prevent Landlord or Tenant from becoming a co-insurer under the applicable policies, and in any event in amounts not less than the actual replacement costs of the Improvements and Equipment (excluding footings and foundations and other parts of the Improvements which are not insurable). Such insurance policies may contain commercially reasonable exclusions and deductible amounts, all in accordance with industry standards applicable to commercial office buildings of comparable class and quality, and age and size in the Central Business District of Charlotte, North Carolina.

(ii) Commercial general liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Leased Premises, which insurance shall (A) provide minimum protection with a combined single limit in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate and (B) include premises and operations liability coverage, products and completed operations liability coverage, and blanket contractual liability

coverage. In addition, Tenant shall maintain auto liability insurance in an amount not less than \$1,000,000.

(iii) Liability insurance in excess of the insurance coverage required in subparagraph (ii) above with a limit not less than the greater of (A) \$10,000,000 per occurrence and annual aggregate and (B) a commercially reasonable amount of such insurance typically carried by prudent owners or operators of similar commercial properties.

(iv) Workers' compensation insurance covering all persons employed by Tenant on the Leased Premises in connection with any work done on or about any of the Leased Premises for which claims for death or bodily injury could be asserted against Landlord, Tenant or the Leased Premises.

(v) Boiler and machinery coverage on a comprehensive form in an amount not less than the actual replacement cost of the Improvements and Equipment related to the boiler(s) and machinery (excluding footings and foundations and other parts of the Improvements which are not insurable).

(vi) Whenever Tenant shall be engaged in making any Alteration or Alterations, repairs or construction work of any kind (collectively, "Work") for which the estimated cost exceeds the Threshold Amount, completed value builder's risk insurance and worker's compensation insurance or other adequate insurance coverage covering all persons employed in connection with the Work, whether by Tenant, its contractors or subcontractors and with respect to whom death or bodily injury claims could be asserted against Landlord.

(vii) Such additional and/or other insurance with respect to the Improvements located on the Leased Premises and in such amounts as are reasonably requested by Landlord or a Lender provided that such insurance is readily available in the market for procurement by Tenant on commercially reasonable terms.

(b) The insurance required by Paragraph 14(a) shall be written by companies have a claims paying ability rating by Standard & Poor's (or equivalent ratings agency) of not less than A-, and an A.M. Best Insurance Reports financial strength rating of not less than "A" and a financial size category of at least XI, and all such companies shall be authorized to do an insurance business in the State, or otherwise agreed to by Landlord and Lender. The insurance policies shall be in amounts sufficient at all times to satisfy any coinsurance requirements thereof. The general liability insurance shall name Landlord, Tenant, and Lender as additional insured parties, as their respective interests may appear but only to the extent of the liabilities assumed hereunder; the casualty insurance shall name Lender as mortgagee pursuant to a standard so-called "New York mortgage clause", Landlord (or, if directed by Landlord to Tenant, Lender) and Tenant as loss payees as their respective interests may appear but only to the extent of the liabilities assumed hereunder. If said insurance or any part thereof shall expire, be withdrawn, become void by breach of any condition thereof by Tenant or become void or unsafe by reason of the failure or impairment of the capital of any insurer, Tenant shall immediately obtain new or additional insurance reasonably satisfactory to Landlord and Lender.

(c) Each insurance policy referred to in clauses (i), (v), (vi) and if applicable, clause (vii) of Paragraph 14(a), shall contain standard non-contributory mortgagee clauses in favor of

Lender. Each of the policies required by Paragraph 14(a) shall state that if at any time the policies are to be cancelled, or their coverage is to be reduced (by any party including the insured), the insurer will endeavor to mail (but in any event Tenant will notify) at least thirty (30) days' (ten (10) days' in the event of non-payment of the premium) written notice to the additional insureds and/or loss payee named in such policies, and in all instances, Lender. Tenant hereby waives any and every claim for recovery from Lender and Landlord, and Landlord hereby waives any and every claim for recovery from Tenant, for any and all loss or damage covered by any of the insurance policies to be maintained under this Lease (or otherwise maintained by any such parties) to the extent that such loss or damage is recovered by Tenant (but only to the extent of the liabilities assumed hereunder).

(d) Tenant shall pay as they become due all premiums for the insurance required by this Paragraph 14, shall renew or replace each policy, and shall deliver to Landlord and Lender a certificate or other evidence (on an ACORD 27 form, in the case of property insurance, and on an ACORD 25 form, in the case of liability insurance, and, in either case, otherwise reasonably satisfactory to Lender and Landlord) of the existing policy and such renewal or replacement policy as soon as available, but in any event not later than the Insurance Expiration Date of each policy (it being understood that in no event shall Tenant allow any insurance coverage to lapse). In the event of Tenant's failure to comply with any of the foregoing requirements of this Paragraph 14 prior to the Insurance Expiration Date then either (i) if Tenant is then maintaining the Self-Insurance Standards then the "deemed self-insurance" requirement referenced in Paragraph 14(h) below shall apply or (ii) if Tenant is not then maintaining the Self-Insurance Standards, the "deemed self-insurance" requirement shall apply until Tenant procures the insurance required by this Paragraph 14; and, if Tenant does not procure the insurance required by this Paragraph 14 within five (5) Business Days of the giving of written notice by Landlord to Tenant, Landlord shall be entitled to procure such insurance or Lender shall be entitled to procure such insurance on a "forced place" basis. Any sums expended by Landlord or Lender in procuring such insurance shall be Additional Rent and shall be repaid by Tenant, together with interest thereon at the Default Rate, from the time of payment by Landlord until fully paid by Tenant, immediately upon written demand therefor by Landlord.

(e) Anything in this Paragraph 14 to the contrary notwithstanding, any insurance which Tenant is required to obtain pursuant to Paragraph 14(a) may be carried under a "blanket" policy or policies covering other properties or liabilities of Tenant, provided that such "blanket" policy or policies otherwise comply with the provisions of this Paragraph 14, and so long as the insurer under any "blanket" coverage (i) states the limits of coverage with respect to the Leased Premises, and (ii) agrees that claims made under any "blanket" policy unrelated to the Leased Premises shall not reduce the coverage limits applicable to the Leased Premises. In the event any such insurance is carried under a blanket policy, Tenant shall deliver to Landlord and Lenders evidence of the issuance and effectiveness of the policy, the amount and character of the coverage with respect to the Leased Premises and the presence in the policy of provisions of the character required in this Paragraph 14. Notwithstanding anything contained in this Paragraph 14 to the contrary, Tenant shall have the right to self-insure the Leased Premises from and after the Final Completion Date for the insurance coverages required pursuant to Paragraph 14(a) above, subject to:

(i) "self-insure" shall mean that Tenant is itself acting as though it were the insurance company providing the insurance required under the provisions hereof and Tenant shall pay any amounts due in lieu of insurance proceeds because of self-insurance, which amounts shall be treated as insurance proceeds for all purposes under this Lease.

(ii) All amounts which Tenant pays or is required to pay and all loss or damages resulting from risks for which Tenant has elected to self-insure or maintain a deductible under such coverage shall be subject to the waiver of subrogation provisions of paragraph hereof and shall not limit Tenant's indemnification obligations set forth in Paragraph 10.

(iii) Tenant's right to self-insure and to continue to self-insure is further conditioned upon and subject to (the "Self-Insurance Standards"):

(A) Tenant maintaining at least the Required Credit Rating;

(B) Tenant maintaining a tangible net worth of at least \$1,000,000,000;

(C) Tenant providing Landlord with reasonable notice of its intent to self-insure, including reasonable evidence of such self-insurance whereby Tenant would then be maintaining appropriate loss reserves as applicable which are actuarially derived in accordance with accepted standards of the insurance industry and accrued (i.e., charged against earnings) or are otherwise reasonably funded by similar institutions; and

(D) Tenant not having committed any Event of Default that is continuing;

(iv) In the event that Tenant elects to self-insure or maintain a deductible under such coverage and an event or claim occurs for which a defense and/or coverage would have been available from the insurance company as required by the coverages cited in Paragraph 14(a) above, as can be reasonably determined by such coverage applicable, Tenant shall:

(A) undertake the defense of any such claim, including a defense of Landlord, at Tenant's sole cost and expense, and

(B) use its own funds to pay any claim or replace any property or otherwise provide the funding which would have been available from insurance proceeds but for such election by Tenant to self-insure or maintain a deductible under such coverage.

(v) In the event that Tenant elects to self-insure, Tenant shall provide Landlord and Lender with certificates of self-insurance and containing a waiver of subrogation provision reasonably satisfactory to Landlord and Lender. Any insurance coverage provided by Tenant shall be for the benefit of Tenant, Landlord and Lender, as their respective interests may appear and, shall name Lender under a standard mortgage provision.

(f) If the estimated cost of Restoration or repair shall be an amount equal to the Threshold Amount or less, and no Event of Default hereunder has occurred and is continuing at such time, all proceeds of any insurance required under clauses (i), (v) and (vi) of Paragraph 14(a) shall be payable to Tenant (otherwise, if an Event of Default has occurred and is continuing at such time, the Net Proceeds of such insurance payment(s) shall be paid to Trustee and Trustee shall make the Net Proceeds available to Tenant for restoration in accordance with Paragraph 15). Each insurer is hereby authorized and directed to make payment under the property insurance policies (i) for all property losses of the Threshold Amount or less, directly to Tenant (except as provided above) and (ii) for all other property losses, directly to Trustee, instead of to Landlord and Tenant jointly; and Tenant and Landlord each hereby appoints Trustee as its attorney-in-fact to endorse any draft therefor for the purposes set forth in this Lease. Except as expressly set forth in Paragraph 14(g) below, in the event of any casualty (whether or not insured against) resulting in damage to the Leased Premises or any part thereof, the Term shall nevertheless continue and there shall be no abatement or reduction of Basic Rent or Additional Rent. The Net Proceeds of all insurance payments for property losses exceeding the Threshold Amount shall be paid to Trustee, and Trustee shall make the Net Proceeds available to Tenant for restoration in accordance with the provisions of Paragraph 15. Subject to Paragraph 14(g), Tenant shall, whether or not the Net Proceeds are sufficient for the purpose, promptly and diligently repair or replace the Improvements and Equipment in accordance with the provisions of Paragraph 11(a). In the event that any damage or destruction shall occur at such time as Tenant shall not have maintained third-party insurance in accordance with Paragraph 14(a)(i), (v) and (vii), Tenant shall pay to Trustee Tenant's Insurance Payment.

(g) If the cost of Restoration exceeds fifty percent (50%) or more of the replacement cost of the Leased Premises and occurs during the final two (2) years of the Initial Term, then Tenant may, at Tenant's option, not later than ninety (90) days after such casualty has occurred, serve a Tenant's Termination Notice upon Landlord. In the event, during the Initial Term, that Tenant shall serve a Tenant's Termination Notice upon Landlord pursuant to this Paragraph 14(g), Tenant shall, as part of such Tenant's Termination Notice, be obligated to make a rejectable offer to purchase the Leased Premises for the Purchase Price. Landlord shall have thirty (30) days after receipt of the Tenant's Termination Notice to accept or reject the rejectable offer, and if Landlord fails to act, Landlord shall be deemed to have accepted such offer. No rejection of such offer shall be effective unless consented to in advance in writing by Lender. Any purchase of the Leased Premises pursuant to this Paragraph 14 shall be completed in accordance with the Purchase Procedures. If Landlord rejects Tenant's offer to purchase the Leased Premises, then the Lease shall terminate in accordance with the terms of the Tenant's Termination Notice and on such termination date, Tenant shall pay to Landlord the Termination Value as of such termination date, plus all accrued and unpaid Base Rent and Additional Rent to the date of termination, less in all events the Net Proceeds (the "Casualty Termination Payment").

If Tenant shall serve a Tenant's Termination Notice upon Landlord during the final two (2) years of the Initial Term and the Tenant's rejectable offer to purchase is rejected by Landlord and such rejection is consented to in writing by Lender, then (i) this Lease and the Term hereof shall terminate on the Termination Date specified in the Termination Notice, (ii) Tenant shall have no obligation to commence or complete the Restoration, and (iii) all of the insurance proceeds payable in connection with the casualty shall be paid to Lender or, if no Financing is then outstanding, to Landlord.

(h) Notwithstanding anything to the contrary in this Lease, in the event any third-party insurance required to be secured and maintained under the Lease is not secured or maintained in force for any reason whatsoever, Tenant shall be deemed to have self-insured such risks as defined above so long as Tenant is then maintaining the Self-Insurance Standards, otherwise the 5-Business Day notice and cure period referenced in Paragraph 14(d) shall apply.

15. Restoration. The Restoration Fund shall be disbursed by Trustee (or if no Financing is then outstanding, by a third-party escrow agent reasonably acceptable to Landlord and Tenant) in accordance with the following conditions:

(a) If the cost of Restoration will exceed the Threshold Amount, prior to commencement of the Restoration the architects, general contractor(s), and plans and specifications for the Restoration shall be approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed, and which approval shall be granted to the extent that the plans and specifications depict a Restoration which is substantially similar to the Improvements and Equipment which existed prior to the occurrence of the casualty or Taking, whichever is applicable.

(b) At the time of any disbursement, no Event of Default shall exist and no mechanics' or materialmen's liens shall have been filed and remain undischarged or unbonded or for which Tenant shall fail to provide affirmative title insurance coverage.

(c) Disbursements shall be made from time to time in an amount not exceeding the hard and soft cost of the work and costs incurred since the last disbursement upon receipt of (1) satisfactory evidence, including architects' certificates of the stage of completion, of the estimated cost of completion and of performance of the work to date in a good and workmanlike manner in accordance with the contracts and the plans and specifications, (2) partial releases of liens or conditional lien waivers, and (3) other reasonable evidence of cost and payment so that Landlord can verify that the amounts disbursed from time to time are represented by work that is completed in place or delivered to the site and free and clear of mechanics' lien claims.

(d) Each request for disbursement shall be sent by Tenant to Landlord and Trustee, accompanied by a certificate of Tenant describing the work, materials or other costs or expenses, for which payment is requested, stating the cost incurred in connection therewith, stating that no Event of Default exists and that no mechanics' or materialmen's liens shall have been filed and remain undischarged or unbonded, and stating that Tenant has not previously received payment for such work or expense; the certificate to be delivered by Tenant upon completion of the work shall, in addition, state that the work that is the subject of the request for disbursement has been substantially completed and complies with the applicable requirements of this Lease. Trustee shall not release funds from the Restoration Fund unless and until it has received a written authorization from Landlord approving such release, which Landlord agrees to promptly give if Tenant has satisfied all of the requirements set forth in this Paragraph 15 in connection with such release.

(e) The release of the Restoration Fund shall not be subject to retention by Trustee or Lender.

(f) The Restoration Fund shall be held by Trustee and shall be invested as directed by Landlord. All interest shall become a part of the Restoration Fund.

(g) At all times the undisbursed balance of the Restoration Fund held by Trustee, plus any funds contributed thereto by Tenant, at its option, shall be not less than the cost of completing the Restoration (as reasonably estimated by Tenant, provided that Tenant shall provide to Landlord the basis for such estimate, in reasonable detail, promptly after Landlord's request therefor), free and clear of all liens.

(h) In addition, prior to commencement of Restoration and at any time during Restoration, if the estimated cost of Restoration, as reasonably determined by Landlord, exceeds the amount of the Net Proceeds or the Net Award, as applicable, and Tenant's Insurance Payment available for such Restoration, either, at Tenant's option and determination, the amount of such excess shall be paid by Tenant to Trustee to be added to the Restoration Fund or Tenant shall fund at its own expense the costs of such Restoration until the remaining Restoration Fund is sufficient for the completion of the Restoration. Any sum in the Restoration Fund which remains in the Restoration Fund upon the completion of Restoration with respect to a casualty shall be paid to Tenant; any portion of a Net Award remaining after completion of Restoration with respect to a Taking shall be paid to Landlord.

16. Subordination to Financing.

(a) (i) Subject to the provisions of Paragraph 16(a)(ii), Tenant agrees that this Lease shall at all times, at the option of Lender, be subject and subordinate or superior to the lien of the Mortgage, and Tenant agrees, upon demand, without cost (other than Tenant's attorneys' fees incurred in reviewing such instruments) to execute instruments as may be required to further effectuate or confirm such subordination or superiority, provided such instruments are reasonably acceptable to Tenant.

(ii) Except as expressly provided in this Lease by reason of the occurrence of an Event of Default, and as a condition to the subordination described in Paragraph 16(a)(i) above, Tenant's tenancy and Tenant's rights under this Lease shall not be disturbed, terminated or otherwise adversely affected, nor shall this Lease be affected, by the existence of, or any default under, the Mortgage, and in the event of a foreclosure or other enforcement of the Mortgage, or sale in lieu thereof, the purchaser at such foreclosure sale shall be bound to Tenant for the Term of this Lease, the rights of Tenant under this Lease shall expressly survive, and this Lease shall in all respects continue in full force and effect so long as no Event of Default has occurred and is continuing. Tenant shall not be named as a party defendant in any such foreclosure suit, except as may be required by law. The Mortgage (or other applicable Financing document) to which this Lease is now or hereafter subordinate shall provide, in effect, that during the time this Lease is in force and no Event of Default has occurred and is then continuing hereunder, insurance proceeds and any condemnation award shall be disbursed pursuant to the provisions of this Lease and shall be permitted to be used for restoration in accordance with the provisions of this Lease.

(b) Notwithstanding the provisions of Paragraph 16(a), the holder of the Mortgage to which this Lease is subject and subordinate shall have the right, at its sole option, at any time, to

subordinate and subject the Mortgage, in whole or in part, to this Lease by recording a unilateral declaration to such effect.

(c) At any time prior to the expiration of the Term, Tenant agrees, at the election and upon demand of any owner of the Leased Premises, or of a Lender who has executed an SNDA pursuant to Paragraph 16(d) below, to attorn, from time to time, to any such owner or Lender, upon the terms and conditions of this Lease, for the remainder of the Term. The provisions of this Paragraph 16(c) shall inure to the benefit of any such owner or Lender, shall apply notwithstanding that, as a matter of law, this Lease may terminate upon the foreclosure of the Mortgage, shall be self-operative upon any such demand, and no further instrument shall be required to give effect to said provisions.

(d) Each of Tenant and Landlord agrees that, if requested by the other or by any Lender, each shall (and Landlord shall cause each Lender), without charge, and as a condition to Tenant's obligations of subordination set forth in Paragraph 16(a) and attornment set forth in Paragraph 16(c), enter into a Subordination, Non-Disturbance and Attornment Agreement (an "SNDA"), in a form reasonably requested by a Lender and reasonably acceptable to Landlord and Tenant, provided such agreement contains provisions relating to non-disturbance in accordance with the provisions of Paragraph 16(a) and Tenant hereby agrees for the benefit of each Lender, that Tenant will not, (i) without in each case the prior written consent of such Lender, which shall not be unreasonably withheld, amend or modify this Lease (provided, however, such Lender, in such Lender's sole discretion may withhold or condition its consent to any amendment or modification which would or could (A) alter in any way the amount or time for payment of any Basic Rent or Additional Rent, (B) diminish any of Tenant's obligations hereunder, (C) result in any termination hereof prior to the end of the Initial Term, or (D) otherwise, in such Lender's reasonable judgment, adversely affect in more than a de minimis respect the rights of Landlord or the obligations of Tenant hereunder, or enter into any agreement with Landlord so to do, (ii) without the prior written consent of such Lender which may be withheld in such Lender's sole discretion, cancel or surrender or seek to cancel or surrender the Term hereof, or enter into any agreement with Landlord to do so (the parties agreeing that the foregoing shall not be construed to affect the rights or obligations of Tenant, Landlord or Lenders with respect to any termination permitted under the express terms hereof following certain events of condemnation or casualty as provided in Paragraph 13 or Paragraph 14), or (iii) pay any installment of Basic Rent more than one (1) month in advance of the due date thereof or otherwise than in the manner provided for in this Lease.

17. Assignment, Subleasing.

(a) If no default by Tenant that with the giving of notice and/or the passage of time would give rise to an Event of Default or Event of Default has occurred and is continuing under this Lease, Tenant may assign its interest in this Lease (including, without limitation, any assignments that occur by operation of law) and may sublet the Leased Premises in whole or in part, from time to time, to any Person without the consent of Landlord (including, without limitation, subleases of telecommunication space on the roof of the Improvements and/or the parking structure, and subleases of parking rights). Tenant shall have no rights to mortgage or otherwise hypothecate its leasehold interest under this Lease. Landlord's right to assign this Lease and its rights hereunder are expressly subject to the terms and provisions of Paragraphs 31 and 32 of this Lease as set forth below.

(b) Each sublease of the Leased Premises or any part thereof shall be subject and subordinate to the provisions of this Lease. No assignment or sublease shall affect or reduce any of the obligations of Tenant hereunder, and all such obligations shall continue in full force and effect as obligations of a principal and tenant, and not as obligations of a guarantor or surety, as if no assignment or sublease had been made, except as otherwise agreed by Landlord and the Lenders, in their sole discretion. No assignment or sublease by Tenant shall impose any obligations on Landlord under this Lease except as otherwise provided in this Lease. Tenant agrees that in the case of an assignment of this Lease by Tenant, Tenant shall, within thirty (30) days after the execution and delivery of any such assignment, deliver to Landlord and Lender a copy of such assignment instrument, executed and acknowledged by the assignee wherein the assignee shall agree to assume and agree to observe and perform all of the terms and provisions of this Lease on the part of Tenant to be observed and performed from and after the date of such assignment. Subject to 17(c) below, all rentals and other consideration paid to Tenant in connection with any assignment or sublease shall remain Tenant's sole property (without sharing with Landlord).

(c) Upon the occurrence of an Event of Default under this Lease, Landlord shall have the right to collect and enjoy all rents and other sums of money payable under any sublease of any of the Leased Premises, which rents and other sums shall be applied to Tenant's outstanding obligations under this Lease (and any excess shall be paid to Tenant unless and until this Lease is terminated) and Tenant hereby irrevocably and unconditionally assigns such rents and money to Landlord, which assignment may be exercised upon and after (but not before) the occurrence of an Event of Default.

(d) Notwithstanding any assignment or subletting, unless otherwise agreed by Landlord and by Lender in its sole discretion, Tenant shall continue to remain primarily liable and responsible for the payment of all of its obligations under this Lease, including but not limited to the payment of Basic Rent and Additional Rent and the performance of all its other obligations under this Lease, including but not limited to its obligations with respect to Paragraph 32.

18. Permitted Contests.

(a) So long as no default that with the giving of notice and/or the passage of time would give rise to an Event of Default by Tenant or Event of Default has occurred and is continuing, after prior written notice to Landlord, Tenant shall not be required to (i) pay any Imposition, (ii) comply with any Legal Requirement, (iii) discharge or remove any lien referred to in Paragraph 9 or 12, or (iv) take any action with respect to any violation referred to in Paragraph 11(b) so long as Tenant shall contest, in good faith and at its expense, the existence, the amount or the validity thereof, the amount of the damages caused thereby, or the extent of its or Landlord's liability therefor, by appropriate proceedings which shall operate during the pendency thereof to prevent (A) the collection of, or other realization upon, the Imposition or lien so contested, (B) the sale, forfeiture or loss of any of the Leased Premises, any Basic Rent or any Additional Rent to satisfy the same or to pay any damages caused by the violation of any such Legal Requirement or by any such violation, (C) any material interference with Tenant's use or occupancy of any of the Leased Premises, and (D) the cancellation of any insurance policy. Landlord shall reasonably cooperate with Tenant in connection with any such contest at Tenant's sole cost and expense.

(b) In no event shall Tenant pursue any contest with respect to any Imposition, Legal Requirement, lien, or violation, referred to above in such manner that exposes Landlord or any Lender to (i) criminal liability, penalty or sanction, (ii) any civil liability, penalty or sanction for which Tenant has not made provisions reasonably acceptable to Landlord and Lenders (which may include the requirement to post a bond therefor) or (iii) defeasance of its interest (including the subordination of the lien of the Mortgage to a lien to which such Mortgage is not otherwise subordinate prior to such contest) in the Leased Premises.

(c) Tenant agrees that each such contest shall be promptly and diligently prosecuted to a final conclusion, except that Tenant shall have the right to attempt to settle or compromise such contest through negotiations. If requested by Landlord, Tenant shall deliver a bond, cash collateral or other surety in an amount sufficient to discharge any Lien of record related to such contest during the pendency thereof. Tenant shall pay and save each Lender and Landlord harmless against any and all losses, judgments, decrees and costs (including all reasonable attorneys' fees and expenses) in connection with any such contest and shall, promptly after the final determination of such contest, fully pay and discharge the amounts which shall be levied, assessed, charged or imposed or be determined to be payable therein or in connection therewith, together with all penalties, fines, interest, costs and expenses thereof or in connection therewith, and perform all acts the performance of which shall be ordered or decreed as a result thereof.

19. Default Provisions; Remedies.

(a) As used in this Lease, the term "Event of Default" shall mean the occurrence of any one or more of the following events under this Lease:

(i) a failure by Tenant to make (regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings, in law, in equity or before any administrative tribunal which had or might have the effect of preventing Tenant from complying with the provisions of this Lease): (x) any payment of Basic Rent, the Purchase Price, Default Purchase Price, Condemnation Termination Payment or Casualty Termination Payment, as applicable, when due and payable and the continuance of such failure for ten (10) days or (y) any payment of Additional Rent or any other sum herein required to be paid by Tenant (and not addressed under (x) above) which continues unremedied for a period of twenty (20) days after written notice thereof to Tenant;

(ii) If Tenant is not then maintaining the Self-Insurance Standards in order to self-insure, Tenant fails to maintain the insurance coverage(s) required by Paragraph 14 of this Lease beyond the Insurance Expiration Date and such failure continues for the five (5) Business Day cure period following notice of such failure from Landlord provided Tenant in Paragraph 14(d);

(iii) failure by Tenant to perform and observe, or a violation or breach of, any other provision in this Lease and such default shall continue for a period of thirty (30) days after written notice thereof is given by Landlord, the Trustee or a Lender to Tenant, or if such default is of such a nature that it cannot reasonably be cured within such period of thirty (30) days, such period shall be extended for an additional period of ninety (90) days (for a total cure period of no more than one hundred twenty (120) days after written notice by Landlord to Tenant specifying the applicable failure, unless such default is of a nature that cannot be reasonably cured within such

one hundred twenty (120) day period and involves governmental oversight and/or approvals pursuant to Legal Requirements, in which event such period shall be extended for so long as necessary in order for Tenant to obtain such governmental approvals within applicable cure periods imposed by Legal Requirements); provided that Tenant has commenced to cure such default within said period of thirty (30) days and is actively, diligently and in good faith proceeding with continuity to remedy such default;

(iv) an Agency Agreement Event of Default has occurred;

(v) Tenant shall (A) voluntarily be adjudicated a bankrupt or insolvent, (B) voluntarily consent to the appointment of a receiver or trustee for itself or for any of the Leased Premises, (C) voluntarily file a petition seeking relief under the bankruptcy or other similar laws of the United States, any state or any jurisdiction, or (D) voluntarily file a general assignment for the benefit of creditors or (E) be the subject of an involuntary case or proceeding against Tenant of the nature referred to in the foregoing subclauses of this clause (iii) which remains undismissed for more than ninety (90) days;

(vi) a court shall enter an order, judgment or decree appointing a receiver or trustee for Tenant or for the Leased Premises or approving a petition filed against Tenant which seeks relief under the bankruptcy or other similar laws of the United States or any State or otherwise entering an order for relief in any such proceeding, and such order, judgment or decree shall remain in force, undischarged or unstayed, ninety (90) days after it is entered;

(vii) Tenant shall in any insolvency proceedings be liquidated or dissolved or shall voluntarily commence proceedings towards its liquidation or dissolution; or

(viii) the estate or interest of Tenant in the Leased Premises shall be levied upon or attached in any proceeding and such estate or interest is about to be sold or transferred or such process shall not be vacated or discharged within ninety (90) days after such levy or attachment.

(b) If any Event of Default shall have occurred, Landlord shall have the right at its option, then or at any time thereafter, to do any one or more of the following without demand upon or notice to Tenant:

(i) Landlord may give Tenant notice of Landlord's intention to terminate this Lease on a date specified in such notice (which date shall be no sooner than thirty (30) days after the date of the notice). Provided that Tenant has not cured all Events of Default prior to the date specified in Landlord's notice, the Term and the estate hereby granted and all rights of Tenant hereunder shall expire and terminate as if such date were the date hereinabove fixed for the expiration of the Term, and Tenant shall vacate and surrender the Leased Premises to Landlord on or prior to such date, but Tenant shall remain liable for all its obligations hereunder through the date hereinabove fixed for the expiration of the Term, including its liability for Basic Rent and Additional Rent as hereinafter provided in Paragraphs 19(c) and (d).

(ii) Landlord may, whether or not the Term of this Lease shall have been terminated pursuant to clause (i) above give Tenant notice of termination of Tenant's right to possess the Leased Premises, in which event Tenant shall vacate and surrender the Leased Premises to Landlord on a date specified in such notice (which date shall be no sooner than thirty (30) days

after the date of the notice). Upon or at any time after taking possession of the Leased Premises, Landlord may remove any persons or property therefrom. Landlord shall be under no liability for or by reason of any such entry, repossession or removal. No such entry or repossession shall be construed as an election by Landlord to terminate this Lease unless Landlord gives a written notice of such intention to Tenant pursuant to clause (i) above.

(iii) After repossession of the Leased Premises pursuant to clause (ii) above, whether or not this Lease shall have been terminated pursuant to clause (i) above, Landlord may relet the Leased Premises or any part thereof to such tenant or tenants for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) for such rent, on such conditions (which may include concessions or free rent) and for such uses as Landlord, in its discretion, may determine; and Landlord shall collect and receive any rents payable by reason of such reletting. The rents received on such reletting shall be applied (A) first to the reasonable and actual expenses of such reletting and collection, including without limitation necessary renovation and alterations of the Leased Premises, reasonable and actual attorneys' fees and any reasonable and actual real estate commissions paid, and (B) thereafter toward payment of all sums due or to become due Landlord hereunder. If a sufficient amount to pay such expenses and sums shall not be realized or secured, then Tenant shall pay Landlord any such deficiency monthly, and Landlord may bring an action therefor as such monthly deficiency shall arise. Landlord shall not, in any event, be required to pay Tenant any sums received by Landlord on a reletting of the Leased Premises in excess of the rent provided in this Lease, but such excess shall reduce any accrued present or future obligations of Tenant hereunder. Landlord's re-entry and reletting of the Leased Premises without termination of this Lease shall not preclude Landlord from subsequently terminating this Lease as set forth above. Landlord may make such Alterations as Landlord in its reasonable discretion may deem advisable. Tenant agrees to pay Landlord, as Additional Rent, within thirty (30) days after Landlord's demand therefor, all reasonable expenses incurred by Landlord in obtaining possession, in performing Alterations and in reletting any of the Leased Premises, including fees and commissions of attorneys, architects, agents and brokers.

(iv) Landlord may exercise any other right or remedy now or hereafter existing by law or in equity, except that Landlord waives all rights to evict or "lock-out" Tenant from the Leased Premises, or any portion thereof, without judicial process.

(c) In the event of any expiration or termination of this Lease or termination of Tenant's right to possess the Leased Premises by reason of the occurrence of an Event of Default, Tenant shall vacate and surrender the Leased Premises to Landlord. Tenant shall pay to Landlord Basic Rent and all Additional Rent required to be paid by Tenant to and including the date of such expiration, termination or repossession and, thereafter, Tenant shall, until the end of what would have been the Term in the absence of such expiration, termination or repossession, and whether or not any of the Leased Premises shall have been relet, be liable to Landlord for and shall pay to Landlord as liquidated and agreed current damages: (i) Basic Rent and Additional Rent which would be payable under this Lease by Tenant in the absence of such expiration, termination or repossession from time to time as such Basic Rent and Additional Rent become due, less (ii) the net proceeds, if any, of any reletting pursuant to Paragraph 19(b)(iii), after deducting from such proceeds all of Landlord's reasonable expenses in connection with such reletting (including all reasonable repossession costs, brokerage commissions, legal expenses, attorneys' fees, employees' expenses, costs of Alteration and expenses of preparation for reletting), plus (iii) all Additional

Payments paid or payable by Landlord. Tenant hereby agrees to be and remain liable for all sums aforesaid and Landlord may recover such damages from Tenant and institute and maintain successive actions or legal proceedings against Tenant for the recovery of such damages. Nothing herein contained shall be deemed to require Landlord to wait to begin such action or other legal proceedings until the date when the Term would have expired by limitation had there been no such Event of Default.

(d) At any time after such expiration or sooner termination of this Lease by Landlord pursuant to Paragraph 19 or pursuant to law or if Landlord shall have reentered the Leased Premises, as the case may be, whether or not Landlord shall have recovered any amounts under Paragraph 19(b)(iii) or 19(c), Landlord shall be entitled to recover from Tenant and Tenant shall pay to Landlord, on demand, as and for liquidated and agreed final damages for Tenant's default, the Default Purchase Price. If any statute or rule of law governing a proceeding in which such liquidated final damages provided for in this Paragraph 19(d) are to be proved shall validly limit the amount thereof to an amount less than the amount above agreed upon, Landlord shall be entitled to the maximum amount allowable under such statute or rule of law. In no event shall the foregoing damages amount be less than an amount sufficient to pay off the Financing and all applicable Additional Payments.

(e) Notwithstanding anything to the contrary set forth in this Lease, Landlord will not be in default in the performance of any obligation that Landlord is required to perform under the terms of this Lease unless Landlord fails to perform the obligation within thirty (30) days after the receipt of written notice from Tenant specifying in reasonable detail Landlord's failure to perform; if, however, the nature of Landlord's obligation is such that it cannot be rectified through the payment of money or the exercise of reasonable diligence within such 30-day period, a default on Landlord's part will not arise so long as Landlord commences to rectify its failure within such initial 30-day period and subsequently pursues the rectification of its failure with diligence and continuity. If Landlord fails to timely cure such default, Tenant may exercise any other rights provided in this Lease or at law or in equity, including, without limitation, a suit for actual damages, but Tenant shall not have the right to offset Rent or terminate this Lease due to a default by Landlord hereunder.

20. Additional Rights of Landlord and Tenant.

(a) Except as may be specifically provided herein, no right or remedy conferred upon or reserved to Landlord in this Lease is intended to be exclusive of any other right or remedy; and except as may be specifically provided herein, each and every right and remedy shall be cumulative and in addition to any other right or remedy contained in this Lease. No delay or failure by Landlord to enforce its rights under this Lease shall be construed as a waiver, modification or relinquishment thereof. In addition to the other remedies provided in this Lease, Landlord shall be entitled, to the extent permitted by Applicable Law, to injunctive relief in case of the violation or attempted or threatened violation of any of the provisions of this Lease, or to specific performance of any of the provisions of this Lease.

(b) Tenant hereby waives and surrenders for itself and all those claiming under it, including creditors of all kinds, any right and privilege which it or any of them may have under any present or future law to redeem any of the Leased Premises or to have a continuance of this Lease after termination of this Lease or of Tenant's right of occupancy or possession pursuant to any court order or any provision hereof.

(c) Landlord hereby waives any and all landlord's or similar liens pertaining to Trade Fixtures or any property of Tenant, and any and all rights to distrain or levy upon Trade Fixtures or any other personal property of Tenant regardless of whether such liens are created or otherwise. Landlord agrees at the request and expense of Tenant, to execute a waiver of any landlord's or similar lien for the benefit of any present or future holder of a security interest in, or lessor of, any Trade Fixtures or any other personal property of Tenant. Landlord agrees to review any requested form of waiver provided by Tenant within ten (10) Business Days of receipt thereof.

(d) (i) Tenant agrees to pay to Landlord any and all reasonable costs and expenses incurred by Landlord in connection with any litigation or other action instituted by Landlord to enforce the obligations of Tenant under this Lease, to the extent that Landlord has prevailed in any such litigation or other action. Any amount payable by Tenant to Landlord pursuant to this Paragraph 20(d)(i) shall be due and payable by Tenant to Landlord as Additional Rent within thirty (30) days after a final, non-appealable judgment or decision is rendered in favor of Landlord in such litigation or other action.

(ii) Landlord agrees to pay to Tenant any and all reasonable costs and expenses incurred by Tenant in connection with any litigation or other action instituted by Tenant to enforce the obligations of Landlord under this Lease, to the extent that Tenant has prevailed in any such litigation or other action. Any amount payable by Landlord to Tenant pursuant to this Paragraph 20(d)(ii) shall be due and payable within thirty (30) days after a final, non-appealable judgment or decision is rendered in favor of Tenant in such litigation or other action.

21. Notices. All Notices shall be in writing and shall be deemed to have been given for all purposes (i) three (3) Business Days after having been sent by United States mail, by registered or certified mail, return receipt requested, postage prepaid, addressed to the other party at its address as stated below, (ii) on the next Business Day after having been sent for overnight delivery by Federal Express, United Parcel Service or other nationally recognized air courier service or (iii) on the Business Day delivered, if hand delivered.

To the Addresses stated below:

If to Landlord:

CGA 525 SOUTH TRYON TIC 1, LLC
CGA 525 SOUTH TRYON TIC 2, LLC
CK 525 SOUTH TRYON TIC, LLC
9475 Deereco Road, Suite 300
Timonium, Maryland 21093
Attention: W. Kyle Gore
Telephone: (410) 308-6220

E-mail: kyle.gore@cgacapital.com

with copies concurrently to:

Ballard Spahr LLP
300 East Lombard Street, 18th Floor
Baltimore, Maryland 21202
Attention: Thomas A. Hauser, Esq.
Telephone: (410) 528-5691
E-mail: hauser@ballardspahr.com

Childress Klein
301 South College Street, Suite 2800
Charlotte, North Carolina 28202
Attention: Tom Coyle
Telephone: (704) 3434308
E-mail: tom.coyle@childressklein.com

If to Tenant:

Duke Energy Carolinas, LLC
c/o Duke Energy Real Estate Services
550 South Tryon Street, DEC22A
Charlotte, North Carolina 28202
Attention: Lease Administration

Duke Energy Carolinas, LLC
550 South Tryon Street, DEC45A
Charlotte, North Carolina 28202
Attention: Karol P. Mack, Deputy General Counsel
Telephone: (704) 382-8165
E-mail: karol.mack@duke-energy.com

If any Lender shall have advised Tenant by Notice in the manner aforesaid that it is the holder of a Mortgage and states in said Notice its address for the receipt of Notices, then simultaneously with the giving of any Notice by Tenant to Landlord, Tenant shall send a copy of such Notice to Lender in the manner aforesaid. For the purposes of this Paragraph 21, any party may substitute its address by giving fifteen days' notice to the other party in the manner provided above. Any Notice may be given on behalf of any party by its counsel.

22. Estoppel Certificates. Landlord and Tenant shall at any time and from time to time, upon not less than ten (10) Business Days' prior written request by the other, execute, acknowledge and deliver to the other a statement in writing, certifying (i) that this Lease is unmodified and in full effect (or, if there have been modifications, that this Lease is in full effect as modified, setting forth such modifications), (ii) the dates to which Basic Rent payable hereunder has been paid, (iii)

that no default by such Person exists hereunder and, to the knowledge of the signer of such certificate, no default by the other party hereto exists hereunder or, in either case, specifying each such default of which the signer may have knowledge, (iv) the remaining Term hereof, and (v) such other matters as may reasonably be requested by the party requesting the certificate. It is intended that any such statements may be relied upon by Lenders or potential Lenders, by the recipient of such statements or their assignees and/or by any prospective purchaser, assignee or subtenant of the Leased Premises or of the membership interests in Landlord.

23. Surrender and Holding Over.

(a) Upon the expiration or earlier termination of this Lease, Tenant shall peaceably leave and surrender the Leased Premises to Landlord. Tenant shall remove from the Leased Premises on or prior to such expiration or earlier termination the Trade Fixtures and personal property which is owned by Tenant or third parties other than Landlord, and Tenant at its expense shall, on or prior to such expiration or earlier termination, repair any damage caused by such removal. Trade Fixtures and personal property not so removed at the expiration of the Term or within ninety (90) days after the earlier termination of the Term for any reason whatsoever shall become the property of Landlord, and Landlord may thereafter cause such property to be removed from the Leased Premises. The cost of removing and disposing of such property and repairing any damage to any of the Leased Premises caused by such removal shall be borne by Tenant. Landlord shall not in any manner or to any extent be obligated to reimburse Tenant for any property which becomes the property of Landlord as a result of such expiration or earlier termination.

(b) Any holding over by Tenant of the Leased Premises after the expiration or earlier termination of the term of this Lease or any extensions thereof, with the consent of Landlord, shall operate and be construed as tenancy from month to month only, at one hundred ten percent (110%) of the Basic Rent reserved herein and upon the same terms and conditions as contained in this Lease. Notwithstanding the foregoing, any holding over without Landlord's consent shall entitle Landlord, in addition to collecting monthly Basic Rent at the rate set forth in the previous sentence, to exercise all rights and remedies provided by law or in equity, including the remedies of Paragraph 19(b).

24. No Merger of Title. There shall be no merger of this Lease nor of the leasehold estate created by this Lease with the fee estate in or ownership of any of the Leased Premises by reason of the fact that the same person, corporation, firm or other entity may acquire or hold or own, directly or indirectly, (a) this Lease or the leasehold estate created by this Lease or any interest in this Lease or in such leasehold estate and (b) the fee estate or ownership of any of the Leased Premises or any interest in such fee estate or ownership. No such merger shall occur unless and until all persons, corporations, firms and other entities having any interest in (i) this Lease or the leasehold estate created by this Lease and (ii) the fee estate in or ownership of the Leased Premises or any part thereof sought to be merged shall join in a written instrument effecting such merger and shall duly record the same.

25. Definition of Landlord; Limitation of Liability.

(a) Anything contained herein to the contrary notwithstanding, any claim based on or in respect of any liability of Landlord under this Lease shall be enforced only against Landlord's interest in and revenues from the Leased Premises or condemnation, insurance or sale proceeds

related thereto, and shall not be enforced against Landlord individually or personally, or against any member or other Affiliate of Landlord, but in no event shall any such claim give rise to a right by Tenant to offset Rent or terminate this Lease due to a default by Landlord, except as otherwise expressly provided in Paragraphs 13 and 14 of this Lease.

(b) The term "Landlord" as used in this Lease so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners of the Leased Premises or holder of the Mortgage in possession at the time in question of the Leased Premises and in the event of any transfer or transfers of the title of the Leased Premises, Landlord herein named (and in case of any subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved from and after the date of such transfer and conveyance of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed (but shall remain liable with respect to all such liability arising from events or circumstances existing prior to the date of such transfer).

(c) Tenant agrees that Tenant shall not be entitled to recover from Landlord nor any of its members or Affiliates, any indirect, special or consequential damages Tenant may incur as a result of a default by Landlord under this Lease or other action by Landlord. Landlord agrees that Landlord shall not be entitled to recover from Tenant nor any of its members or Affiliates, any indirect, special or consequential damages Landlord may incur as a result of a default under this Lease or other action by Tenant. The provisions contained in the foregoing sentence is not intended to, and shall not, limit any right that Landlord might otherwise have to any suit or action in connection with enforcement or collection of amounts which may become owing or payable under or on account of insurance maintained by Tenant.

26. Hazardous Materials.

(a) Tenant agrees that it will not on, about, or under the Leased Premises, make, release, treat or dispose of any Hazardous Materials; but the foregoing shall not prevent the use, storage or existence of any hazardous substances in the ordinary course of business of Tenant which are used and stored in accordance with Legal Requirements. Tenant represents and warrants that it will at all times comply with CERCLA and each other applicable Environmental Law.

(b) To the extent required by CERCLA and/or any other Environmental Laws, Tenant shall remove any Hazardous Materials, whether now or hereafter existing on the Leased Premises and whether or not arising out of or in any manner connected with Tenant's occupancy of the Leased Premises during the Term, and shall remediate any damage of harm or potential damage or harm causes, or that may be caused, by such Hazardous Materials.

(c) Tenant agrees that it will not install any underground storage tank at the Leased Premises without specific, prior written approval from Landlord, but Tenant shall be permitted without Landlord's approval to install, operate, maintain, repair, and replace above-ground (but below grade) fuel tank(s) for use in connection with Tenant's back-up generator(s) to be installed at the Leased Premises.

(d) If following written notice and the expiration of the applicable cure period afforded Tenant pursuant to this Lease, Tenant fails to perform any necessary remediation work that Tenant is required to do to comply with this Paragraph 26, then Landlord may perform (and shall have the

right to enter onto the Leased Premises to perform) the same on Tenant's behalf and at Tenant's expense.

27. Entry by Landlord. Subject to Tenant's reasonable security requirements, Landlord, Lender or their authorized representatives shall have the right upon reasonable notice (which shall be not less than two (2) Business Days except in the case of emergency) to enter the Leased Premises at all reasonable business hours (and at all other times in the event of an emergency): (a) for the purpose of inspecting the same or for the purpose of doing any work under Paragraph 11(c), and may take all such action thereon as may be necessary or appropriate for any such purpose (but nothing contained in this Lease or otherwise shall create or imply any duty upon the part of Landlord to make any such inspection or do any such work), and (b) for the purpose of showing the Leased Premises to prospective purchasers and mortgagees and, at any time within six (6) months prior to the expiration of the Term of this Lease (i.e., if Tenant has not timely exercised the next available renewal option, if any, pursuant to Paragraph 5(b)), for the purpose of showing the same to prospective tenants. No such entry shall constitute an eviction of Tenant, but any such entry shall be done by Landlord in such reasonable manner as to minimize any disruption of Tenant's business operation.

28. No Usury. The intention of the parties being to conform strictly to the applicable usury laws, whenever any provision herein provides for payment by Tenant to Landlord of interest at a rate in excess of the legal rate permitted to be charged, such rate herein provided to be paid shall be deemed reduced to such legal rate.

29. Financial Statements. During the Term, Tenant shall submit to Landlord and Lender, either in print or in electronic form, the following financial statements, all of which must be prepared in accordance with GAAP consistently applied: (i) as soon as available and in any event within one hundred twenty (120) days after the end of each fiscal year of Tenant, a consolidated balance sheet of Tenant and its subsidiaries as of the end of such fiscal year and the related consolidated statements of income, cash flows, capitalization and retained earnings for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all reported on in a manner consistent with past practice and with applicable requirements of the Securities and Exchange Commission by Deloitte & Touche or other independent public accountants of nationally recognized standing; and (ii) as soon as available and in any event within sixty (60) days after the end of each of the first three quarters of each fiscal year of Tenant, a consolidated balance sheet of Tenant and its subsidiaries as of the end of such quarter and the related consolidated statements of income and cash flows for such quarter and for the portion of Tenant's fiscal year ended at the end of such quarter, setting forth in each case in comparative form the figures for the corresponding quarter and the corresponding portion of Tenant's previous fiscal year, all certified (subject to normal year-end adjustments) as to fairness of presentation in all material respects, GAAP and consistency. For as long as Tenant shall be a publicly reporting company and is required to file quarterly and annual statements with the SEC, then Tenant shall submit to Landlord and Lender (in satisfaction of the requirements set forth in the preceding sentence), when filed with the SEC, copies of Tenant's forms 10-Q and 10-K, provided that to the extent such forms are available through EDGAR or a similar internet site, no such submission shall be required.

30. Withholdings.

(a) Notwithstanding anything herein to the contrary, Tenant agrees that each payment of Basic Rent and Additional Rent shall be free and clear of, and without deduction for any withholdings of any nature whatsoever unless required by Applicable Law. If any deduction or withholding is required with respect to a payment of Basic Rent and/or Additional Rent by Tenant, Tenant shall pay an additional amount such that the net amount actually received by the Tax Indemnitee, after deduction or withholding, will be equal, on an After-Tax Basis, to all such amounts that would be received by the Tax Indemnitee if no such deduction or withholding had been required; provided, that Tenant shall not be obligated to pay any additional amount pursuant to this Paragraph 30 if the requirement to make such payment is solely due to the failure of a Tax Indemnitee to comply with Paragraph 8(a)(ii)(E) to obtain relief or exemption from such withholding.

(b) Notwithstanding anything herein to the contrary, the provisions of this Paragraph 30 shall survive the earlier termination of this Lease.

31. Right of First Offer.

(a) So long as Tenant maintains the Required Credit Rating, Landlord may not sell or otherwise transfer title to the Leased Premises (other than to Tenant) prior to December 31, 2027. If Landlord shall desire at any time during the Term to sell the Leased Premises at any time after December 31, 2027, Landlord shall first provide an offer to sell to Tenant, which offer (the "Offer") shall set forth the purchase price (the "Right of First Offer Purchase Price") and other substantive terms of such sale (and include a copy of any marketing brochure and/or bid package that Landlord may have prepared in anticipation of attempting to sell the Leased Premises to third parties), and Tenant shall have thirty (30) days within receipt of such Offer to elect to purchase the Leased Premises on the precise terms and conditions of the Offer. If Tenant elects to so purchase the Leased Premises Tenant shall give to Landlord written notice thereof ("Acceptance Notice") together with a notice that, at Tenant's election, Tenant seeks to assume the Financing as a full recourse obligation of Tenant (subject to receipt of consent from the Lender as to the form and substance of such assumption by Tenant) (a "Tenant Assumption"), the closing shall be held within sixty (60) days after the date of the Acceptance Notice, whereupon, upon receipt by Landlord of the Right of First Offer Purchase Price for the Leased Premises and the documentation necessary for the Tenant Assumption, Landlord shall convey the Leased Premises to Tenant (or its designee). At the closing, Landlord shall deliver to Tenant (or its designee) a special warranty deed (or local equivalent), sufficient to convey to Tenant (or its designee) fee simple title to the Leased Premises free and clear of all Liens, restrictions and encumbrances, except for the Permitted Encumbrances (excluding, unless a Tenant Assumption occurs, the Mortgage and any other mortgage, deed of trust or similar security instrument created by Landlord), Liens or encumbrances created, suffered or consented to in writing by Tenant or arising by reason of the failure of Tenant to have observed or performed any term, covenant or agreement herein to be observed or performed by Tenant or that are otherwise the responsibility of Tenant hereunder, the Lien of any Impositions then affecting the Leased Premises and this Lease shall remain in full force and effect. If Tenant does not elect to make a Tenant Assumption and purchases the Leased Premises, Tenant acknowledges that the Financing must be paid in full in accordance with its terms in order for the Mortgage to be released as a lien against the Leased Premises, and following payment of the Right of First Offer Purchase Price for the Leased Premises Tenant may elect to assume (or its designee assume) this Lease, or terminate

this Lease at any time on or after the Closing Date. In the event Tenant shall elect not to so purchase the Leased Premises, Landlord may thereafter sell the Leased Premises to any Person without again offering it to Tenant, provided that (i) the purchase price shall not be less than 95% of that set forth in the Offer, (ii) the material terms of such purchase shall not be materially more favorable to the buyer than those set forth in the Offer and (iii) the purchase is consummated within six (6) months after Landlord's submission of the Offer to Tenant all as reasonably substantiated by Landlord to Tenant, and provided, further, that any subsequent proposed sale of the Leased Premises shall remain subject to this Paragraph 31.

(b) Notwithstanding anything to the contrary herein, the provisions of this Paragraph 31 shall not apply to (i) any sale or conveyance of the Leased Premises in foreclosure sale (or similar proceeding) of a bona-fide mortgage or deed of trust or to any conveyance in lieu of foreclosure of such a mortgage or deed of trust or any subsequent sale or conveyance of the Leased Premises after such foreclosure sale (or similar proceeding) or conveyance in lieu of foreclosure, (ii) any sale or conveyance of the Leased Premises which occurs during the existence of an Event of Default hereunder, or (iii) any sale, transfer, assignment or pledge of less than 50% of the beneficial ownership interest, membership interest, partnership interest or other equity interest in Landlord, and/or the change of the manager or other controlling person of Landlord, or any transfer, sale or other disposition of the Leased Premises; it being understood that any transfer of 50% or more of the membership interest in Landlord to any party after December 31, 2027 shall be subject to Tenant's rights set forth in Paragraph 31(a) above. Any purchase of the Leased Premises pursuant to this Paragraph 31 shall be completed in accordance with the Purchase Procedures.

32. Call Option/Put Option.

(a) Call Option. Tenant shall have the option to purchase the Leased Premises for an all cash purchase price equal to the amount set forth in Schedule D attached hereto (the "Call Option Purchase Price") on the Expiration Date (the "Call Option"). Tenant shall give written notice to Landlord and Lender on or prior to June 30, 2051 of Tenant's election to exercise the Call Option. If Tenant exercises the Call Option on or prior to June 30, 2051, the closing of the Call Option shall occur on the Expiration Date, whereupon, upon receipt by Landlord of the Call Option Purchase Price for the Leased Premises, subject to any required credits and adjustments required pursuant to the Purchase Procedures, Landlord shall convey the Leased Premises to Tenant (or its designee).

(b) Put Option. If Tenant does not exercise the Call Option on or prior to June 30, 2051, Landlord and Lender shall, with the prior written consent of Lender, have the option to put (and require Tenant to purchase) the Leased Premises (the "Put Option") on the Expiration Date for an all cash purchase price equal to the amount set forth in Schedule D attached hereto (the "Put Option Purchase Price") by sending written notice to Tenant on or prior to August 31, 2052 of the exercise of the Put Option; provided however, that in the event Landlord fails to deliver notice to Tenant electing to exercise the Put Option on or prior to August 31, 2052, then Landlord shall be deemed to have exercised the Put Option. Notwithstanding Landlord's exercise or deemed exercise of the Put Option, Landlord shall have the right, with the prior written consent of Lender, to rescind any such exercise of the Put Option by delivering to Tenant a written notice of rescission no later than September 30, 2052. If Landlord or Lender exercises the Put Option, the closing of the Put Option shall occur on the Expiration Date, whereupon, upon receipt by Landlord of the purchase price for

the Leased Premises, subject to any required credits and adjustments required pursuant to the Purchase Procedures, Landlord shall convey the Leased Premises to Tenant (or its designee).

(c) Closing. At the closing of the Call Option, or the Put Option, as applicable, Landlord shall deliver to Tenant (or its designee) a special warranty deed (or local equivalent), sufficient to convey to Tenant (or its designee) fee simple title to the Leased Premises free and clear of all Liens, restrictions and encumbrances, except for the Permitted Encumbrances (excluding the Mortgage and any other mortgage, deed of trust or similar security instrument created by Landlord), Liens or encumbrances created, suffered or consented to in writing by Tenant or arising by reason of the failure of Tenant to have observed or performed any term, covenant or agreement herein to be observed or performed by Tenant or that are otherwise the responsibility of Tenant hereunder, the Lien of any Impositions then affecting the Leased Premises. Any purchase of the Leased Premises pursuant to this Paragraph 32 shall be completed in accordance with the Purchase Procedures.

33. Separability.

Each and every covenant and agreement contained in this Lease is, and shall be construed to be, a separate and independent covenant and agreement, and the breach of any such covenant or agreement by Landlord shall not discharge or relieve Tenant from its obligation to perform the same. If any term or provision of this Lease or the application thereof to any provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid and unenforceable, the remainder of this Lease, or the application of such term or provision to person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the extent permitted by law.

34. Miscellaneous.

(a) The paragraph headings in this Lease are used only for convenience in finding the subject matters and are not part of this Lease or to be used in determining the intent of the parties or otherwise interpreting this Lease.

(b) As used in this Lease the singular shall include the plural as the context requires and the following words and phrases shall have the following meanings: (i) "including" shall mean "including but not limited to"; (ii) "provisions" shall mean "provisions, terms, agreements, covenants and/or conditions"; (iii) "lien" shall mean "lien, charge, encumbrance; title retention agreement, pledge, security interest, mortgage and/or deed of trust"; and (iv) "obligation" shall mean "obligation, duty, agreement, liability, covenant or condition".

(c) Any act which Landlord is permitted to perform under this Lease may be performed at any time and from time to time by Landlord or any person or entity designated by Landlord. Any act which Tenant is required to perform under this Lease shall be performed at Tenant's sole cost and expense.

(d) This Lease may be modified, amended, discharged or waived only by an agreement in writing signed by the party against whom enforcement of any such modification, amendment, discharge or waiver is sought. This Lease and the Agency Agreement embody the entire agreement and understanding between Tenant and Landlord with respect to the transactions contemplated hereby and supersede all other agreements and understandings between Tenant and Landlord with respect to the subject matter thereof. This Lease and the Agency Agreement represent the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of Tenant and Landlord or any course of prior dealings. There are no unwritten oral agreements between the parties.

(e) This Lease shall inure to the benefit of and bind Tenant, Landlord, and their respective successors and assigns.

(f) This Lease will be simultaneously executed in several counterparts, each of which when so executed and delivered shall constitute an original, fully enforceable counterpart for all purposes.

(g) This Lease shall be governed by and construed according to the laws of the State in which the Leased Premises is located.

(h) TO THE FULLEST EXTENT ALLOWED BY LEGAL REQUIREMENTS, LANDLORD AND TENANT IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS LEASE AND ANY COUNTERCLAIM THEREUNDER.

(i) Tenant hereby represents and warrants that neither Tenant nor any of its Affiliates is in violation of (i) any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto, (ii) Executive Order No. 13,224, 66 Fed Reg 49,079 (2001), issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism) or (iii) the anti-money laundering provisions of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "USA Patriot Act") amending the Bank Secrecy Act, 31 U.S.C. Section 5311 et seq and any other laws relating to terrorism or money laundering.

(j) For the purposes of the creation and enforcement of this Lease as a mortgage and security agreement, the Tenant hereby GRANTS, BARGAINS, SELLS, WARRANTS, CONVEYS, ALIENS, REMISES, RELEASES, ASSIGNS, SETS OVER AND CONFIRMS to Landlord and its successors and assigns all of Tenant's right, title, and interest in and to the Leased Premises.

35. Tenancy-In-Common.

Each of the entities comprising Landlord respectively acknowledge that all of such entities comprising Landlord are jointly and severally liable for the performance and satisfaction of all obligations of Landlord as set forth herein. Pursuant to that certain Tenancy-In-Common Agreement dated of even date herewith by and among TIC 1, TIC 2 and TIC 3 (the "TIC Agreement"), each entity comprising Landlord has appointed TIC 3 to act on its behalf as its agent under the TIC Agreement and authorizes TIC 3 to take such actions on its behalf and to exercise such powers delegated to TIC 3 by the terms of the TIC Agreement, together with such actions and powers incidental thereto. Tenant shall be entitled to rely on any and all communications or acts of TIC 3 with respect to the exercise of any rights or the granting of any consent, waiver or approval on behalf of the entities comprising Landlord in all circumstances where an action by Landlord is required or permitted pursuant to this Agreement without the right or necessity of making any inquiry of any individual entity comprising Landlord as to the authority of TIC 3 with respect to such matter.

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IN WITNESS WHEREOF, Landlord and Tenant have caused this instrument to be executed under seal as of the day and year first above written.

LANDLORD:

CGA 525 SOUTH TRYON TIC 1, LLC,
a Delaware limited liability company

By: /s/ W. Kyle Gore
Name: W. Kyle Gore
Title: Authorized Officer

CGA 525 SOUTH TRYON TIC 2, LLC,
a Delaware limited liability company

By: /s/ W. Kyle Gore
Name: W. Kyle Gore
Title: Authorized Officer

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

CK 525 SOUTH TRYON TIC, LLC,
a Delaware limited liability company

By: /s/ Thomas C. Coyle, Jr.
Name: Thomas C. Coyle, Jr.
Title: Authorized Officer

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

TENANT:

DUKE ENERGY CAROLINAS, LLC,
a North Carolina limited liability company

By: /s/John L. Sullivan, III
Name: John L. Sullivan, III
Title: Assistant Treasurer

EXHIBIT A

Legal Description

LEGAL DESCRIPTION OF THE PROPERTY

Lying and being situate in Mecklenburg County, North Carolina, and being more particularly described as follows:

PARCEL I:

BEING ALL OF Lot 1, approximately 2.092 Acres, as shown on plat entitled "Recombination Plat for: Duke Energy Carolinas, LLC" recorded in Map Book 64 at Page 518 and revised in Map Book 64 at Page 734, in the Office of the Register of Deeds of Mecklenburg County, North Carolina.

PARCEL II:

TOGETHER WITH the easements contained in Temporary Easement Agreements recorded in Book 33484 at Page 343; Book 33483 at Page 686; Book 33531 at Page 847; Book 33531 at Page 854; and Book 33656 at Page 284, in the Office of the Register of Deeds of Mecklenburg County, North Carolina.

PARCEL III:

TOGETHER WITH the easements contained in that certain Easement Agreement recorded in Book 34134 at Page 170, in the Office of the Register of Deeds of Mecklenburg County, North Carolina.

EXHIBIT B

BASIC RENT

Basic Rent is due commencing on the Rent Commencement Date on each Basic Rent Payment Date during the Term in the amount set forth for such Basic Rent Payment Date on Schedule I attached to this Exhibit B.

During each Renewal Term, the Basic Rent payable on each Basic Rent Payment Date during such Renewal Term shall be the amount set for such Basic Rent Payment Date on Schedule I attached to this Exhibit B.

B-1

SCHEDULE I
Basic Rent Schedule

Schedule 1 - Basic Rent Schedule

Payment Month	Base Rent Payment Date	Basic Rent
1	1/1/2020	0.00
2	2/1/2020	0.00
3	3/1/2020	0.00
4	4/1/2020	0.00
5	5/1/2020	0.00
6	6/1/2020	0.00
7	7/1/2020	0.00
8	8/1/2020	0.00
9	9/1/2020	0.00
10	10/1/2020	0.00
11	11/1/2020	0.00
12	12/1/2020	0.00
13	1/1/2021	0.00
14	2/1/2021	0.00
15	3/1/2021	0.00
16	4/1/2021	0.00
17	5/1/2021	0.00
18	6/1/2021	0.00
19	7/1/2021	0.00
20	8/1/2021	0.00
21	9/1/2021	0.00
22	10/1/2021	0.00
23	11/1/2021	0.00
24	12/1/2021	0.00
25	1/1/2022	0.00
26	2/1/2022	0.00
27	3/1/2022	0.00
28	4/1/2022	0.00
29	5/1/2022	0.00
30	6/1/2022	0.00
31	7/1/2022	0.00
32	8/1/2022	0.00
33	9/1/2022	0.00
34	10/1/2022	0.00
35	11/1/2022	0.00
36	12/1/2022	0.00
37	1/1/2023	2,208,632.49
38	2/1/2023	2,208,632.49
39	3/1/2023	2,208,632.49
40	4/1/2023	2,208,632.49
41	5/1/2023	2,208,632.49
42	6/1/2023	2,208,632.49

Schedule 1 - Basic Rent Schedule

Payment Month	Base Rent Payment Date	Basic Rent
43	7/1/2023	2,208,632.49
44	8/1/2023	2,208,632.49
45	9/1/2023	2,208,632.49
46	10/1/2023	2,208,632.49
47	11/1/2023	2,208,632.49
48	12/1/2023	2,208,632.49
49	1/1/2024	2,252,805.14
50	2/1/2024	2,252,805.14
51	3/1/2024	2,252,805.14
52	4/1/2024	2,252,805.14
53	5/1/2024	2,252,805.14
54	6/1/2024	2,252,805.14
55	7/1/2024	2,252,805.14
56	8/1/2024	2,252,805.14
57	9/1/2024	2,252,805.14
58	10/1/2024	2,252,805.14
59	11/1/2024	2,252,805.14
60	12/1/2024	2,252,805.14
61	1/1/2025	2,297,861.24
62	2/1/2025	2,297,861.24
63	3/1/2025	2,297,861.24
64	4/1/2025	2,297,861.24
65	5/1/2025	2,297,861.24
66	6/1/2025	2,297,861.24
67	7/1/2025	2,297,861.24
68	8/1/2025	2,297,861.24
69	9/1/2025	2,297,861.24
70	10/1/2025	2,297,861.24
71	11/1/2025	2,297,861.24
72	12/1/2025	2,297,861.24
73	1/1/2026	2,343,818.46
74	2/1/2026	2,343,818.46
75	3/1/2026	2,343,818.46
76	4/1/2026	2,343,818.46
77	5/1/2026	2,343,818.46
78	6/1/2026	2,343,818.46
79	7/1/2026	2,343,818.46
80	8/1/2026	2,343,818.46
81	9/1/2026	2,343,818.46
82	10/1/2026	2,343,818.46
83	11/1/2026	2,343,818.46
84	12/1/2026	2,343,818.46

Schedule 1 - Basic Rent Schedule

Payment Month	Base Rent Payment Date	Basic Rent
85	1/1/2027	2,390,694.83
86	2/1/2027	2,390,694.83
87	3/1/2027	2,390,694.83
88	4/1/2027	2,390,694.83
89	5/1/2027	2,390,694.83
90	6/1/2027	2,390,694.83
91	7/1/2027	2,390,694.83
92	8/1/2027	2,390,694.83
93	9/1/2027	2,390,694.83
94	10/1/2027	2,390,694.83
95	11/1/2027	2,390,694.83
96	12/1/2027	2,390,694.83
97	1/1/2028	2,438,508.73
98	2/1/2028	2,438,508.73
99	3/1/2028	2,438,508.73
100	4/1/2028	2,438,508.73
101	5/1/2028	2,438,508.73
102	6/1/2028	2,438,508.73
103	7/1/2028	2,438,508.73
104	8/1/2028	2,438,508.73
105	9/1/2028	2,438,508.73
106	10/1/2028	2,438,508.73
107	11/1/2028	2,438,508.73
108	12/1/2028	2,438,508.73
109	1/1/2029	2,487,278.90
110	2/1/2029	2,487,278.90
111	3/1/2029	2,487,278.90
112	4/1/2029	2,487,278.90
113	5/1/2029	2,487,278.90
114	6/1/2029	2,487,278.90
115	7/1/2029	2,487,278.90
116	8/1/2029	2,487,278.90
117	9/1/2029	2,487,278.90
118	10/1/2029	2,487,278.90
119	11/1/2029	2,487,278.90
120	12/1/2029	2,487,278.90
121	1/1/2030	2,537,024.48
122	2/1/2030	2,537,024.48
123	3/1/2030	2,537,024.48
124	4/1/2030	2,537,024.48
125	5/1/2030	2,537,024.48
126	6/1/2030	2,537,024.48

Schedule 1 - Basic Rent Schedule

Payment Month	Base Rent Payment Date	Basic Rent
127	7/1/2030	2,537,024.48
128	8/1/2030	2,537,024.48
129	9/1/2030	2,537,024.48
130	10/1/2030	2,537,024.48
131	11/1/2030	2,537,024.48
132	12/1/2030	2,537,024.48
133	1/1/2031	2,587,764.97
134	2/1/2031	2,587,764.97
135	3/1/2031	2,587,764.97
136	4/1/2031	2,587,764.97
137	5/1/2031	2,587,764.97
138	6/1/2031	2,587,764.97
139	7/1/2031	2,587,764.97
140	8/1/2031	2,587,764.97
141	9/1/2031	2,587,764.97
142	10/1/2031	2,587,764.97
143	11/1/2031	2,587,764.97
144	12/1/2031	2,587,764.97
145	1/1/2032	2,639,520.27
146	2/1/2032	2,639,520.27
147	3/1/2032	2,639,520.27
148	4/1/2032	2,639,520.27
149	5/1/2032	2,639,520.27
150	6/1/2032	2,639,520.27
151	7/1/2032	2,639,520.27
152	8/1/2032	2,639,520.27
153	9/1/2032	2,639,520.27
154	10/1/2032	2,639,520.27
155	11/1/2032	2,639,520.27
156	12/1/2032	2,639,520.27
157	1/1/2033	2,692,310.68
158	2/1/2033	2,692,310.68
159	3/1/2033	2,692,310.68
160	4/1/2033	2,692,310.68
161	5/1/2033	2,692,310.68
162	6/1/2033	2,692,310.68
163	7/1/2033	2,692,310.68
164	8/1/2033	2,692,310.68
165	9/1/2033	2,692,310.68
166	10/1/2033	2,692,310.68
167	11/1/2033	2,692,310.68
168	12/1/2033	2,692,310.68

Schedule 1 - Basic Rent Schedule

Payment Month	Base Rent Payment Date	Basic Rent
169	1/1/2034	2,746,156.89
170	2/1/2034	2,746,156.89
171	3/1/2034	2,746,156.89
172	4/1/2034	2,746,156.89
173	5/1/2034	2,746,156.89
174	6/1/2034	2,746,156.89
175	7/1/2034	2,746,156.89
176	8/1/2034	2,746,156.89
177	9/1/2034	2,746,156.89
178	10/1/2034	2,746,156.89
179	11/1/2034	2,746,156.89
180	12/1/2034	2,746,156.89
181	1/1/2035	2,801,080.03
182	2/1/2035	2,801,080.03
183	3/1/2035	2,801,080.03
184	4/1/2035	2,801,080.03
185	5/1/2035	2,801,080.03
186	6/1/2035	2,801,080.03
187	7/1/2035	2,801,080.03
188	8/1/2035	2,801,080.03
189	9/1/2035	2,801,080.03
190	10/1/2035	2,801,080.03
191	11/1/2035	2,801,080.03
192	12/1/2035	2,801,080.03
193	1/1/2036	2,857,101.63
194	2/1/2036	2,857,101.63
195	3/1/2036	2,857,101.63
196	4/1/2036	2,857,101.63
197	5/1/2036	2,857,101.63
198	6/1/2036	2,857,101.63
199	7/1/2036	2,857,101.63
200	8/1/2036	2,857,101.63
201	9/1/2036	2,857,101.63
202	10/1/2036	2,857,101.63
203	11/1/2036	2,857,101.63
204	12/1/2036	2,857,101.63
205	1/1/2037	2,914,243.66
206	2/1/2037	2,914,243.66
207	3/1/2037	2,914,243.66
208	4/1/2037	2,914,243.66
209	5/1/2037	2,914,243.66
210	6/1/2037	2,914,243.66

Schedule 1 - Basic Rent Schedule

Payment Month	Base Rent Payment Date	Basic Rent
211	7/1/2037	2,914,243.66
212	8/1/2037	2,914,243.66
213	9/1/2037	2,914,243.66
214	10/1/2037	2,914,243.66
215	11/1/2037	2,914,243.66
216	12/1/2037	2,914,243.66
217	1/1/2038	2,972,528.53
218	2/1/2038	2,972,528.53
219	3/1/2038	2,972,528.53
220	4/1/2038	2,972,528.53
221	5/1/2038	2,972,528.53
222	6/1/2038	2,972,528.53
223	7/1/2038	2,972,528.53
224	8/1/2038	2,972,528.53
225	9/1/2038	2,972,528.53
226	10/1/2038	2,972,528.53
227	11/1/2038	2,972,528.53
228	12/1/2038	2,972,528.53
229	1/1/2039	3,031,979.10
230	2/1/2039	3,031,979.10
231	3/1/2039	3,031,979.10
232	4/1/2039	3,031,979.10
233	5/1/2039	3,031,979.10
234	6/1/2039	3,031,979.10
235	7/1/2039	3,031,979.10
236	8/1/2039	3,031,979.10
237	9/1/2039	3,031,979.10
238	10/1/2039	3,031,979.10
239	11/1/2039	3,031,979.10
240	12/1/2039	3,031,979.10
241	1/1/2040	3,092,618.68
242	2/1/2040	3,092,618.68
243	3/1/2040	3,092,618.68
244	4/1/2040	3,092,618.68
245	5/1/2040	3,092,618.68
246	6/1/2040	3,092,618.68
247	7/1/2040	3,092,618.68
248	8/1/2040	3,092,618.68
249	9/1/2040	3,092,618.68
250	10/1/2040	3,092,618.68
251	11/1/2040	3,092,618.68
252	12/1/2040	3,092,618.68

Schedule 1 - Basic Rent Schedule

Payment Month	Base Rent Payment Date	Basic Rent
253	1/1/2041	3,154,471.05
254	2/1/2041	3,154,471.05
255	3/1/2041	3,154,471.05
256	4/1/2041	3,154,471.05
257	5/1/2041	3,154,471.05
258	6/1/2041	3,154,471.05
259	7/1/2041	3,154,471.05
260	8/1/2041	3,154,471.05
261	9/1/2041	3,154,471.05
262	10/1/2041	3,154,471.05
263	11/1/2041	3,154,471.05
264	12/1/2041	3,154,471.05
265	1/1/2042	3,217,560.47
266	2/1/2042	3,217,560.47
267	3/1/2042	3,217,560.47
268	4/1/2042	3,217,560.47
269	5/1/2042	3,217,560.47
270	6/1/2042	3,217,560.47
271	7/1/2042	3,217,560.47
272	8/1/2042	3,217,560.47
273	9/1/2042	3,217,560.47
274	10/1/2042	3,217,560.47
275	11/1/2042	3,217,560.47
276	12/1/2042	3,217,560.47
277	1/1/2043	3,281,911.68
278	2/1/2043	3,281,911.68
279	3/1/2043	3,281,911.68
280	4/1/2043	3,281,911.68
281	5/1/2043	3,281,911.68
282	6/1/2043	3,281,911.68
283	7/1/2043	3,281,911.68
284	8/1/2043	3,281,911.68
285	9/1/2043	3,281,911.68
286	10/1/2043	3,281,911.68
287	11/1/2043	3,281,911.68
288	12/1/2043	3,281,911.68
289	1/1/2044	3,347,549.91
290	2/1/2044	3,347,549.91
291	3/1/2044	3,347,549.91
292	4/1/2044	3,347,549.91
293	5/1/2044	3,347,549.91
294	6/1/2044	3,347,549.91

Schedule 1 - Basic Rent Schedule

Payment Month	Base Rent Payment Date	Basic Rent
295	7/1/2044	3,347,549.91
296	8/1/2044	3,347,549.91
297	9/1/2044	3,347,549.91
298	10/1/2044	3,347,549.91
299	11/1/2044	3,347,549.91
300	12/1/2044	3,347,549.91
301	1/1/2045	3,414,500.91
302	2/1/2045	3,414,500.91
303	3/1/2045	3,414,500.91
304	4/1/2045	3,414,500.91
305	5/1/2045	3,414,500.91
306	6/1/2045	3,414,500.91
307	7/1/2045	3,414,500.91
308	8/1/2045	3,414,500.91
309	9/1/2045	3,414,500.91
310	10/1/2045	3,414,500.91
311	11/1/2045	3,414,500.91
312	12/1/2045	3,414,500.91
313	1/1/2046	3,482,790.93
314	2/1/2046	3,482,790.93
315	3/1/2046	3,482,790.93
316	4/1/2046	3,482,790.93
317	5/1/2046	3,482,790.93
318	6/1/2046	3,482,790.93
319	7/1/2046	3,482,790.93
320	8/1/2046	3,482,790.93
321	9/1/2046	3,482,790.93
322	10/1/2046	3,482,790.93
323	11/1/2046	3,482,790.93
324	12/1/2046	3,482,790.93
325	1/1/2047	3,552,446.75
326	2/1/2047	3,552,446.75
327	3/1/2047	3,552,446.75
328	4/1/2047	3,552,446.75
329	5/1/2047	3,552,446.75
330	6/1/2047	3,552,446.75
331	7/1/2047	3,552,446.75
332	8/1/2047	3,552,446.75
333	9/1/2047	3,552,446.75
334	10/1/2047	3,552,446.75
335	11/1/2047	3,552,446.75
336	12/1/2047	3,552,446.75

Schedule 1 - Basic Rent Schedule

Payment Month	Base Rent Payment Date	Basic Rent
337	1/1/2048	3,623,495.69
338	2/1/2048	3,623,495.69
339	3/1/2048	3,623,495.69
340	4/1/2048	3,623,495.69
341	5/1/2048	3,623,495.69
342	6/1/2048	3,623,495.69
343	7/1/2048	3,623,495.69
344	8/1/2048	3,623,495.69
345	9/1/2048	3,623,495.69
346	10/1/2048	3,623,495.69
347	11/1/2048	3,623,495.69
348	12/1/2048	3,623,495.69
349	1/1/2049	3,695,965.60
350	2/1/2049	3,695,965.60
351	3/1/2049	3,695,965.60
352	4/1/2049	3,695,965.60
353	5/1/2049	3,695,965.60
354	6/1/2049	3,695,965.60
355	7/1/2049	3,695,965.60
356	8/1/2049	3,695,965.60
357	9/1/2049	3,695,965.60
358	10/1/2049	3,695,965.60
359	11/1/2049	3,695,965.60
360	12/1/2049	3,695,965.60
361	1/1/2050	3,769,884.91
362	2/1/2050	3,769,884.91
363	3/1/2050	3,769,884.91
364	4/1/2050	3,769,884.91
365	5/1/2050	3,769,884.91
366	6/1/2050	3,769,884.91
367	7/1/2050	3,769,884.91
368	8/1/2050	3,769,884.91
369	9/1/2050	3,769,884.91
370	10/1/2050	3,769,884.91
371	11/1/2050	3,769,884.91
372	12/1/2050	3,769,884.91
373	1/1/2051	3,845,282.61
374	2/1/2051	3,845,282.61
375	3/1/2051	3,845,282.61
376	4/1/2051	3,845,282.61
377	5/1/2051	3,845,282.61
378	6/1/2051	3,845,282.61

Schedule 1 - Basic Rent Schedule

Payment Month	Base Rent Payment Date	Basic Rent
379	7/1/2051	3,845,282.61
380	8/1/2051	3,845,282.61
381	9/1/2051	3,845,282.61
382	10/1/2051	3,845,282.61
383	11/1/2051	3,845,282.61
384	12/1/2051	3,845,282.61
385	1/1/2052	3,922,188.26
386	2/1/2052	3,922,188.26
387	3/1/2052	3,922,188.26
388	4/1/2052	3,922,188.26
389	5/1/2052	3,922,188.26
390	6/1/2052	3,922,188.26
391	7/1/2052	3,922,188.26
392	8/1/2052	3,922,188.26
393	9/1/2052	3,922,188.26
394	10/1/2052	3,922,188.26
395	11/1/2052	3,922,188.26
396	12/1/2052	3,922,188.26

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SCHEDULE A
Termination Values

Schedule A - Termination Values

* Assumes Basic Rent Payment due and payable on the last date in the Payment Date Range has been paid in full on or prior to last date in Payment Date Range.

** Termination Value = Sum of Principal Portion of Termination Value plus all other amounts required to be paid in connection with such Termination Value.

Payment Month	Payment Date Range *	Termination Value **
1	12/23/2019 1/1/2020	85,000,000.00
2	1/2/2020 2/1/2020	85,000,000.00
3	2/2/2020 3/1/2020	725,512,242.73
4	3/2/2020 4/1/2020	725,512,242.73
5	4/2/2020 5/1/2020	725,512,242.73
6	5/2/2020 6/1/2020	725,512,242.73
7	6/2/2020 7/1/2020	725,512,242.73
8	7/2/2020 8/1/2020	725,512,242.73
9	8/2/2020 9/1/2020	725,512,242.73
10	9/2/2020 10/1/2020	725,512,242.73
11	10/2/2020 11/1/2020	725,512,242.73
12	11/2/2020 12/1/2020	725,512,242.73
13	12/2/2020 1/1/2021	725,512,242.73
14	1/2/2021 2/1/2021	725,512,242.73
15	2/2/2021 3/1/2021	725,512,242.73
16	3/2/2021 4/1/2021	725,512,242.73
17	4/2/2021 5/1/2021	725,512,242.73
18	5/2/2021 6/1/2021	725,512,242.73
19	6/2/2021 7/1/2021	725,512,242.73
20	7/2/2021 8/1/2021	725,512,242.73
21	8/2/2021 9/1/2021	725,512,242.73
22	9/2/2021 10/1/2021	725,512,242.73
23	10/2/2021 11/1/2021	725,512,242.73
24	11/2/2021 12/1/2021	725,512,242.73
25	12/2/2021 1/1/2022	725,512,242.73
26	1/2/2022 2/1/2022	725,512,242.73
27	2/2/2022 3/1/2022	725,512,242.73
28	3/2/2022 4/1/2022	725,512,242.73
29	4/2/2022 5/1/2022	725,512,242.73
30	5/2/2022 6/1/2022	725,512,242.73
31	6/2/2022 7/1/2022	725,512,242.73
32	7/2/2022 8/1/2022	725,512,242.73
33	8/2/2022 9/1/2022	725,512,242.73
34	9/2/2022 10/1/2022	725,512,242.73
35	10/2/2022 11/1/2022	725,512,242.73

Schedule A-1

Schedule A - Termination Values

* Assumes Basic Rent Payment due and payable on the last date in the Payment Date Range has been paid in full on or prior to last date in Payment Date Range

** Termination Value = Sum of Principal Portion of Termination Value plus all other amounts required to be paid in connection with such Termination Value.

Month	Payment Date Range *		Termination Value **
36	11/2/2022	12/1/2022	725,512,242.73
37	12/2/2022	1/1/2023	725,512,242.73
38	1/2/2023	2/1/2023	725,512,242.73
39	2/2/2023	3/1/2023	725,512,242.73
40	3/2/2023	4/1/2023	725,512,242.73
41	4/2/2023	5/1/2023	725,512,242.73
42	5/2/2023	6/1/2023	725,512,242.73
43	6/2/2023	7/1/2023	725,512,242.73
44	7/2/2023	8/1/2023	725,512,242.73
45	8/2/2023	9/1/2023	725,512,242.73
46	9/2/2023	10/1/2023	725,512,242.73
47	10/2/2023	11/1/2023	725,512,242.73
48	11/2/2023	12/1/2023	725,512,242.73
49	12/2/2023	1/1/2024	725,512,242.73
50	1/2/2024	2/1/2024	725,477,793.30
51	2/2/2024	3/1/2024	725,443,238.69
52	3/2/2024	4/1/2024	725,408,578.58
53	4/2/2024	5/1/2024	725,373,812.63
54	5/2/2024	6/1/2024	725,338,940.53
55	6/2/2024	7/1/2024	725,303,961.96
56	7/2/2024	8/1/2024	725,268,876.58
57	8/2/2024	9/1/2024	725,233,684.08
58	9/2/2024	10/1/2024	725,198,384.12
59	10/2/2024	11/1/2024	725,162,976.38
60	11/2/2024	12/1/2024	725,127,460.52
61	12/2/2024	1/1/2025	725,091,836.23
62	1/2/2025	2/1/2025	725,011,089.56
63	2/2/2025	3/1/2025	724,930,096.35
64	3/2/2025	4/1/2025	724,848,855.84
65	4/2/2025	5/1/2025	724,767,367.27
66	5/2/2025	6/1/2025	724,685,629.89
67	6/2/2025	7/1/2025	724,603,642.94
68	7/2/2025	8/1/2025	724,521,405.66
69	8/2/2025	9/1/2025	724,438,917.28
70	9/2/2025	10/1/2025	724,356,177.03

Schedule A-2

Schedule A - Termination Values

* Assumes Basic Rent Payment due and payable on the last date in the Payment Date Range has been paid in full on or prior to last date in Payment Date Range

** Termination Value = Sum of Principal Portion of Termination Value plus all other amounts required to be paid in connection with such Termination Value.

Payment Month	Payment Date Range *	Termination Value **
71	10/2/2025 11/1/2025	724,273,184.15
72	11/2/2025 12/1/2025	724,189,937.87
73	12/2/2025 1/1/2026	724,106,437.41
74	1/2/2026 2/1/2026	723,976,768.12
75	2/2/2026 3/1/2026	723,846,702.91
76	3/2/2026 4/1/2026	723,716,240.56
77	4/2/2026 5/1/2026	723,585,379.87
78	5/2/2026 6/1/2026	723,454,119.62
79	6/2/2026 7/1/2026	723,322,458.59
80	7/2/2026 8/1/2026	723,190,395.56
81	8/2/2026 9/1/2026	723,057,929.29
82	9/2/2026 10/1/2026	722,925,058.55
83	10/2/2026 11/1/2026	722,791,782.12
84	11/2/2026 12/1/2026	722,658,098.75
85	12/2/2026 1/1/2027	722,524,007.21
86	1/2/2027 2/1/2027	722,342,674.08
87	2/2/2027 3/1/2027	722,160,787.28
88	3/2/2027 4/1/2027	721,978,345.12
89	4/2/2027 5/1/2027	721,795,345.91
90	5/2/2027 6/1/2027	721,611,787.93
91	6/2/2027 7/1/2027	721,427,669.49
92	7/2/2027 8/1/2027	721,242,988.88
93	8/2/2027 9/1/2027	721,057,744.38
94	9/2/2027 10/1/2027	720,871,934.26
95	10/2/2027 11/1/2027	720,685,556.80
96	11/2/2027 12/1/2027	720,498,610.28
97	12/2/2027 1/1/2028	720,311,092.94
98	1/2/2028 2/1/2028	720,075,234.24
99	2/2/2028 3/1/2028	719,838,655.40
100	3/2/2028 4/1/2028	719,601,354.20
101	4/2/2028 5/1/2028	719,363,328.44
102	5/2/2028 6/1/2028	719,124,575.91
103	6/2/2028 7/1/2028	718,885,094.38
104	7/2/2028 8/1/2028	718,644,881.64
105	8/2/2028 9/1/2028	718,403,935.45

Schedule A-3

Schedule A - Termination Values

* Assumes Basic Rent Payment due and payable on the last date in the Payment Date Range has been paid in full on or prior to last date in Payment Date Range

** Termination Value = Sum of Principal Portion of Termination Value plus all other amounts required to be paid in connection with such Termination Value.

Payment Month	Payment Date Range *		Termination Value **
106	9/2/2028	10/1/2028	718,162,253.57
107	10/2/2028	11/1/2028	717,919,833.76
108	11/2/2028	12/1/2028	717,676,673.76
109	12/2/2028	1/1/2029	717,432,771.31
110	1/2/2029	2/1/2029	717,139,399.97
111	2/2/2029	3/1/2029	716,845,132.88
112	3/2/2029	4/1/2029	716,549,967.29
113	4/2/2029	5/1/2029	716,253,900.46
114	5/2/2029	6/1/2029	715,956,929.64
115	6/2/2029	7/1/2029	715,659,052.07
116	7/2/2029	8/1/2029	715,360,264.98
117	8/2/2029	9/1/2029	715,060,565.60
118	9/2/2029	10/1/2029	714,759,951.13
119	10/2/2029	11/1/2029	714,458,418.79
120	11/2/2029	12/1/2029	714,155,965.76
121	12/2/2029	1/1/2030	713,852,589.25
122	1/2/2030	2/1/2030	713,498,587.77
123	2/2/2030	3/1/2030	713,143,505.41
124	3/2/2030	4/1/2030	712,787,338.86
125	4/2/2030	5/1/2030	712,430,084.81
126	5/2/2030	6/1/2030	712,071,739.96
127	6/2/2030	7/1/2030	711,712,300.95
128	7/2/2030	8/1/2030	711,351,764.46
129	8/2/2030	9/1/2030	710,990,127.13
130	9/2/2030	10/1/2030	710,627,385.60
131	10/2/2030	11/1/2030	710,263,536.50
132	11/2/2030	12/1/2030	709,898,576.44
133	12/2/2030	1/1/2031	709,532,502.04
134	1/2/2031	2/1/2031	709,114,617.27
135	2/2/2031	3/1/2031	708,695,456.56
136	3/2/2031	4/1/2031	708,275,016.00
137	4/2/2031	5/1/2031	707,853,291.71
138	5/2/2031	6/1/2031	707,430,279.74
139	6/2/2031	7/1/2031	707,005,976.19
140	7/2/2031	8/1/2031	706,580,377.09

Schedule A-4

Schedule A - Termination Values

* Assumes Basic Rent Payment due and payable on the last date in the Payment Date Range has been paid in full on or prior to last date in Payment Date Range.

** Termination Value = Sum of Principal Portion of Termination Value plus all other amounts required to be paid in connection with such Termination Value.

Payment Month	Payment Date Range *		Termination Value **
141	8/2/2031	9/1/2031	706,153,478.49
142	9/2/2031	10/1/2031	705,725,276.43
143	10/2/2031	11/1/2031	705,295,766.93
144	11/2/2031	12/1/2031	704,864,945.99
145	12/2/2031	1/1/2032	704,432,809.61
146	1/2/2032	2/1/2032	703,947,647.30
147	2/2/2032	3/1/2032	703,461,003.62
148	3/2/2032	4/1/2032	702,972,874.06
149	4/2/2032	5/1/2032	702,483,254.07
150	5/2/2032	6/1/2032	701,992,139.12
151	6/2/2032	7/1/2032	701,499,524.62
152	7/2/2032	8/1/2032	701,005,406.01
153	8/2/2032	9/1/2032	700,509,778.69
154	9/2/2032	10/1/2032	700,012,638.05
155	10/2/2032	11/1/2032	699,513,979.48
156	11/2/2032	12/1/2032	699,013,798.34
157	12/2/2032	1/1/2033	698,512,089.97
158	1/2/2033	2/1/2033	697,956,109.11
159	2/2/2033	3/1/2033	697,398,430.66
160	3/2/2033	4/1/2033	696,839,049.42
161	4/2/2033	5/1/2033	696,277,960.21
162	5/2/2033	6/1/2033	695,715,157.81
163	6/2/2033	7/1/2033	695,150,636.98
164	7/2/2033	8/1/2033	694,584,392.49
165	8/2/2033	9/1/2033	694,016,419.06
166	9/2/2033	10/1/2033	693,446,711.42
167	10/2/2033	11/1/2033	692,875,264.27
168	11/2/2033	12/1/2033	692,302,072.30
169	12/2/2033	1/1/2034	691,727,130.18
170	1/2/2034	2/1/2034	691,096,637.16
171	2/2/2034	3/1/2034	690,464,219.03
172	3/2/2034	4/1/2034	689,829,869.92
173	4/2/2034	5/1/2034	689,193,583.93
174	5/2/2034	6/1/2034	688,555,355.15
175	6/2/2034	7/1/2034	687,915,177.64

Schedule A-5

Schedule A - Termination Values

* Assumes Basic Rent Payment due and payable on the last date in the Payment Date Range has been paid in full on or prior to last date in Payment Date Range

** Termination Value = Sum of Principal Portion of Termination Value plus all other amounts required to be paid in connection with such Termination Value.

Payment Month	Payment Date Range *		Termination Value **
176	7/2/2034	8/1/2034	687,273,045.45
177	8/2/2034	9/1/2034	686,628,952.63
178	9/2/2034	10/1/2034	685,982,893.17
179	10/2/2034	11/1/2034	685,334,861.07
180	11/2/2034	12/1/2034	684,684,850.32
181	12/2/2034	1/1/2035	684,032,854.87
182	1/2/2035	2/1/2035	683,323,997.33
183	2/2/2035	3/1/2035	682,612,975.41
184	3/2/2035	4/1/2035	681,899,782.50
185	4/2/2035	5/1/2035	681,184,411.98
186	5/2/2035	6/1/2035	680,466,857.19
187	6/2/2035	7/1/2035	679,747,111.47
188	7/2/2035	8/1/2035	679,025,168.12
189	8/2/2035	9/1/2035	678,301,020.44
190	9/2/2035	10/1/2035	677,574,661.70
191	10/2/2035	11/1/2035	676,846,085.14
192	11/2/2035	12/1/2035	676,115,283.99
193	12/2/2035	1/1/2036	675,382,251.47
194	1/2/2036	2/1/2036	674,591,011.99
195	2/2/2036	3/1/2036	673,797,356.60
196	3/2/2036	4/1/2036	673,001,277.91
197	4/2/2036	5/1/2036	672,202,768.53
198	5/2/2036	6/1/2036	671,401,821.03
199	6/2/2036	7/1/2036	670,598,427.98
200	7/2/2036	8/1/2036	669,792,581.89
201	8/2/2036	9/1/2036	668,984,275.30
202	9/2/2036	10/1/2036	668,173,500.67
203	10/2/2036	11/1/2036	667,360,250.47
204	11/2/2036	12/1/2036	666,544,517.15
205	12/2/2036	1/1/2037	665,726,293.13
206	1/2/2037	2/1/2037	664,848,482.67
207	2/2/2037	3/1/2037	663,967,991.95
208	3/2/2037	4/1/2037	663,084,812.81
209	4/2/2037	5/1/2037	662,198,937.03
210	5/2/2037	6/1/2037	661,310,356.37

Schedule A-6

Schedule A - Termination Values

* Assumes Basic Rent Payment due and payable on the last date in the Payment Date Range has been paid in full on or prior to last date in Payment Date Range.

** Termination Value = Sum of Principal Portion of Termination Value plus all other amounts required to be paid in connection with such Termination Value.

Month	Payment Date Range *	Termination Value **
211	6/2/2037 7/1/2037	660,419,062.58
212	7/2/2037 8/1/2037	659,525,047.37
213	8/2/2037 9/1/2037	658,628,302.43
214	9/2/2037 10/1/2037	657,728,819.44
215	10/2/2037 11/1/2037	656,826,590.02
216	11/2/2037 12/1/2037	655,921,605.80
217	12/2/2037 1/1/2038	655,013,858.35
218	1/2/2038 2/1/2038	654,045,109.36
219	2/2/2038 3/1/2038	653,073,402.46
220	3/2/2038 4/1/2038	652,098,728.61
221	4/2/2038 5/1/2038	651,121,078.76
222	5/2/2038 6/1/2038	650,140,443.81
223	6/2/2038 7/1/2038	649,156,814.66
224	7/2/2038 8/1/2038	648,170,182.17
225	8/2/2038 9/1/2038	647,180,537.15
226	9/2/2038 10/1/2038	646,187,870.42
227	10/2/2038 11/1/2038	645,192,172.75
228	11/2/2038 12/1/2038	644,193,434.88
229	12/2/2038 1/1/2039	643,191,647.53
230	1/2/2039 2/1/2039	642,127,406.90
231	2/2/2039 3/1/2039	641,059,916.78
232	3/2/2039 4/1/2039	639,989,167.27
233	4/2/2039 5/1/2039	638,915,148.39
234	5/2/2039 6/1/2039	637,837,850.18
235	6/2/2039 7/1/2039	636,757,262.62
236	7/2/2039 8/1/2039	635,673,375.67
237	8/2/2039 9/1/2039	634,586,179.24
238	9/2/2039 10/1/2039	633,495,663.25
239	10/2/2039 11/1/2039	632,401,817.54
240	11/2/2039 12/1/2039	631,304,631.96
241	12/2/2039 1/1/2040	630,204,096.31
242	1/2/2040 2/1/2040	629,039,617.97
243	2/2/2040 3/1/2040	627,871,584.10
244	3/2/2040 4/1/2040	626,699,983.82
245	4/2/2040 5/1/2040	625,524,806.26

Schedule A-7

Schedule A - Termination Values

* Assumes Basic Rent Payment due and payable on the last date in the Payment Date Range has been paid in full on or prior to last date in Payment Date Range.

** Termination Value = Sum of Principal Portion of Termination Value plus all other amounts required to be paid in connection with such Termination Value.

Payment	Month	Payment Date Range *		Termination Value **
246	5/2/2040	6/1/2040		624,346,040.50
247	6/2/2040	7/1/2040		623,163,675.56
248	7/2/2040	8/1/2040		621,977,700.47
249	8/2/2040	9/1/2040		620,788,104.21
250	9/2/2040	10/1/2040		619,594,875.71
251	10/2/2040	11/1/2040		618,398,003.89
252	11/2/2040	12/1/2040		617,197,477.62
253	12/2/2040	1/1/2041		615,993,285.74
254	1/2/2041	2/1/2041		614,723,623.03
255	2/2/2041	3/1/2041		613,450,083.62
256	3/2/2041	4/1/2041		612,172,655.68
257	4/2/2041	5/1/2041		610,891,327.31
258	5/2/2041	6/1/2041		609,606,086.63
259	6/2/2041	7/1/2041		608,316,921.68
260	7/2/2041	8/1/2041		607,023,820.48
261	8/2/2041	9/1/2041		605,726,771.00
262	9/2/2041	10/1/2041		604,425,761.21
263	10/2/2041	11/1/2041		603,120,778.99
264	11/2/2041	12/1/2041		601,811,812.24
265	12/2/2041	1/1/2042		600,498,848.77
266	1/2/2042	2/1/2042		599,118,846.47
267	2/2/2042	3/1/2042		597,734,630.57
268	3/2/2042	4/1/2042		596,346,188.19
269	4/2/2042	5/1/2042		594,953,506.44
270	5/2/2042	6/1/2042		593,556,572.37
271	6/2/2042	7/1/2042		592,155,372.99
272	7/2/2042	8/1/2042		590,749,895.28
273	8/2/2042	9/1/2042		589,340,126.18
274	9/2/2042	10/1/2042		587,926,052.59
275	10/2/2042	11/1/2042		586,507,661.35
276	11/2/2042	12/1/2042		585,084,939.30
277	12/2/2042	1/1/2043		583,657,873.20
278	1/2/2043	2/1/2043		582,162,159.28
279	2/2/2043	3/1/2043		580,661,878.45
280	3/2/2043	4/1/2043		579,157,016.77

Schedule A-8

Schedule A - Termination Values

* Assumes Basic Rent Payment due and payable on the last date in the Payment Date Range has been paid in full on or prior to last date in Payment Date Range.

** Termination Value = Sum of Principal Portion of Termination Value plus all other amounts required to be paid in connection with such Termination Value.

Payment			
Month	Payment Date Range *		Termination Value **
281	4/2/2043	5/1/2043	577,647,560.23
282	5/2/2043	6/1/2043	576,133,494.83
283	6/2/2043	7/1/2043	574,614,806.48
284	7/2/2043	8/1/2043	573,091,481.06
285	8/2/2043	9/1/2043	571,563,504.43
286	9/2/2043	10/1/2043	570,030,862.37
287	10/2/2043	11/1/2043	568,493,540.65
288	11/2/2043	12/1/2043	566,951,524.97
289	12/2/2043	1/1/2044	565,404,801.00
290	1/2/2044	2/1/2044	563,787,778.06
291	2/2/2044	3/1/2044	562,165,817.80
292	3/2/2044	4/1/2044	560,538,905.16
293	4/2/2044	5/1/2044	558,907,025.01
294	5/2/2044	6/1/2044	557,270,162.19
295	6/2/2044	7/1/2044	555,628,301.48
296	7/2/2044	8/1/2044	553,981,427.62
297	8/2/2044	9/1/2044	552,329,525.31
298	9/2/2044	10/1/2044	550,672,579.19
299	10/2/2044	11/1/2044	549,010,573.86
300	11/2/2044	12/1/2044	547,343,493.87
301	12/2/2044	1/1/2045	545,671,323.74
302	1/2/2045	2/1/2045	543,927,160.06
303	2/2/2045	3/1/2045	542,177,670.87
304	3/2/2045	4/1/2045	540,422,839.90
305	4/2/2045	5/1/2045	538,662,650.86
306	5/2/2045	6/1/2045	536,897,087.36
307	6/2/2045	7/1/2045	535,126,133.02
308	7/2/2045	8/1/2045	533,349,771.36
309	8/2/2045	9/1/2045	531,567,985.88
310	9/2/2045	10/1/2045	529,780,760.01
311	10/2/2045	11/1/2045	527,988,077.14
312	11/2/2045	12/1/2045	526,189,920.62
313	12/2/2045	1/1/2046	524,386,273.72
314	1/2/2046	2/1/2046	522,508,894.09
315	2/2/2046	3/1/2046	520,625,782.19

Schedule A-9

Schedule A - Termination Values

* Assumes Basic Rent Payment due and payable on the last date in the Payment Date Range has been paid in full on or prior to last date in Payment Date Range.

** Termination Value = Sum of Principal Portion of Termination Value plus all other amounts required to be paid in connection with such Termination Value.

Payment Month	Payment Date Range *	Termination Value **
316	3/2/2046 4/1/2046	518,736,920.52
317	4/2/2046 5/1/2046	516,842,291.53
318	5/2/2046 6/1/2046	514,941,877.60
319	6/2/2046 7/1/2046	513,035,661.08
320	7/2/2046 8/1/2046	511,123,624.24
321	8/2/2046 9/1/2046	509,205,749.32
322	9/2/2046 10/1/2046	507,282,018.48
323	10/2/2046 11/1/2046	505,352,413.85
324	11/2/2046 12/1/2046	503,416,917.50
325	12/2/2046 1/1/2047	501,475,511.43
326	1/2/2047 2/1/2047	499,458,587.49
327	2/2/2047 3/1/2047	497,435,505.20
328	3/2/2047 4/1/2047	495,406,245.77
329	4/2/2047 5/1/2047	493,370,790.34
330	5/2/2047 6/1/2047	491,329,119.98
331	6/2/2047 7/1/2047	489,281,215.72
332	7/2/2047 8/1/2047	487,227,058.53
333	8/2/2047 9/1/2047	485,166,629.31
334	9/2/2047 10/1/2047	483,099,908.91
335	10/2/2047 11/1/2047	481,026,878.12
336	11/2/2047 12/1/2047	478,947,517.69
337	12/2/2047 1/1/2048	476,861,808.27
338	1/2/2048 2/1/2048	474,698,748.56
339	2/2/2048 3/1/2048	472,529,084.31
340	3/2/2048 4/1/2048	470,352,795.36
341	4/2/2048 5/1/2048	468,169,861.46
342	5/2/2048 6/1/2048	465,980,262.35
343	6/2/2048 7/1/2048	463,783,977.65
344	7/2/2048 8/1/2048	461,580,986.97
345	8/2/2048 9/1/2048	459,371,269.82
346	9/2/2048 10/1/2048	457,154,805.67
347	10/2/2048 11/1/2048	454,931,573.92
348	11/2/2048 12/1/2048	452,701,553.90
349	12/2/2048 1/1/2049	450,464,724.88
350	1/2/2049 2/1/2049	448,148,664.53

Schedule A-10

Schedule A - Termination Values

* Assumes Basic Rent Payment due and payable on the last date in the Payment Date Range has been paid in full on or prior to last date in Payment Date Range.

** Termination Value = Sum of Principal Portion of Termination Value plus all other amounts required to be paid in connection with such Termination Value.

Payment Month	Payment Date Range *		Termination Value **
351	2/2/2049	3/1/2049	445,825,532.47
352	3/2/2049	4/1/2049	443,495,307.12
353	4/2/2049	5/1/2049	441,157,966.81
354	5/2/2049	6/1/2049	438,813,489.83
355	6/2/2049	7/1/2049	436,461,854.37
356	7/2/2049	8/1/2049	434,103,038.58
357	8/2/2049	9/1/2049	431,737,020.55
358	9/2/2049	10/1/2049	429,363,778.27
359	10/2/2049	11/1/2049	426,983,289.70
360	11/2/2049	12/1/2049	424,595,532.70
361	12/2/2049	1/1/2050	422,200,485.08
362	1/2/2050	2/1/2050	419,724,275.00
363	2/2/2050	3/1/2050	417,240,504.22
364	3/2/2050	4/1/2050	414,749,149.66
365	4/2/2050	5/1/2050	412,250,188.17
366	5/2/2050	6/1/2050	409,743,596.51
367	6/2/2050	7/1/2050	407,229,351.40
368	7/2/2050	8/1/2050	404,707,429.46
369	8/2/2050	9/1/2050	402,177,807.24
370	9/2/2050	10/1/2050	399,640,461.25
371	10/2/2050	11/1/2050	397,095,367.90
372	11/2/2050	12/1/2050	394,542,503.52
373	12/2/2050	1/1/2051	391,981,844.40
374	1/2/2051	2/1/2051	389,338,040.16
375	2/2/2051	3/1/2051	386,686,163.50
376	3/2/2051	4/1/2051	384,026,189.78
377	4/2/2051	5/1/2051	381,358,094.27
378	5/2/2051	6/1/2051	378,681,852.17
379	6/2/2051	7/1/2051	375,997,438.62
380	7/2/2051	8/1/2051	373,304,828.65
381	8/2/2051	9/1/2051	370,603,997.25
382	9/2/2051	10/1/2051	367,894,919.32
383	10/2/2051	11/1/2051	365,177,569.66
384	11/2/2051	12/1/2051	362,451,923.03
385	12/2/2051	1/1/2052	359,717,954.09

Schedule A-11

Schedule A - Termination Values

* Assumes Basic Rent Payment due and payable on the last date in the Payment Date Range has been paid in full on or prior to last date in Payment Date Range.

** Termination Value = Sum of Principal Portion of Termination Value plus all other amounts required to be paid in connection with such Termination Value.

Payment Month	Payment Date Range *		Termination Value **
386	1/2/2052	2/1/2052	356,898,804.33
387	2/2/2052	3/1/2052	354,071,046.76
388	3/2/2052	4/1/2052	351,234,655.11
389	4/2/2052	5/1/2052	348,389,603.00
390	5/2/2052	6/1/2052	345,535,864.01
391	6/2/2052	7/1/2052	342,673,411.59
392	7/2/2052	8/1/2052	339,802,219.16
393	8/2/2052	9/1/2052	336,922,260.02
394	9/2/2052	10/1/2052	334,033,507.40
395	10/2/2052	11/1/2052	331,135,934.46
396	11/2/2052	12/1/2052	328,229,514.27
397	12/2/2052	12/31/2052	326,000,000.00

Schedule A-12

SCHEDULE B

Purchase Procedures

In the event Tenant is required to make a rejectable offer to purchase the Leased Premises pursuant to Paragraphs 13 or 14 and such offer is accepted by Landlord, or Tenant is required to purchase the Leased Premises pursuant to Paragraphs 19, 31 or 32 of this Lease title shall close on the Closing Date, at noon at the national office of Chicago Title Insurance Company (or another national title insurance company selected by Tenant and reasonably acceptable to Landlord) located in Charlotte, North Carolina, or at such other time and place as the parties hereto may agree upon in writing, and this Lease shall be automatically extended to and including the Closing Date and Tenant shall pay, as applicable, the Purchase Price, the Default Purchase Price, the Right of First Offer Purchase Price, the Call Option Purchase Price or the Put Option Purchase Price (as applicable) by transferring immediately available funds to such account or accounts and in such bank or banks as the Lender or, if no Financing is then outstanding, Landlord, shall designate, upon delivery of a special warranty deed (or local equivalent) conveying the Leased Premises and all other required documents, including a bill of sale with respect to all personal property constituting a portion of the Leased Premises, if any, an assignment of any award in connection with the taking of Leased Premises or casualty insurance proceeds in connection with any casualty to the Leased Premises, as applicable, a certificate of non-foreign status, a title insurance policy with respect to the Leased Premises in Tenant's name as owner in the amount of the Purchase Price, the Default Purchase Price, the Right of First Offer Purchase Price, the Call Option Purchase Price or the Put Option Purchase Price (as applicable) showing no Liens or encumbrances except those permitted by the following sentence (the cost of which policy shall be paid by Tenant) and any sales disclosure or similar form required by law. The special warranty deed (or local equivalent) shall convey title, free from encumbrances other than (A) Permitted Encumbrances, (B) liens or encumbrances created or suffered by Tenant or arising by reason of the failure of Tenant to observe or perform any of the terms, covenants or agreements herein provided to be observed and performed by Tenant, or that otherwise are the responsibility of Tenant hereunder, and (C) any installments of Impositions then affecting the Leased Premises. The amounts payable by Tenant as hereinabove provided shall be charged or credited, as the case may be, on the Closing Date, to reflect adjustments of Basic Rent paid or payable to the Closing Date, apportioned as of the day prior to the Closing Date. Tenant shall pay all conveyance, transfer, sales and like taxes required in connection with the purchase, regardless of who is required to pay such taxes under State or local law or custom (and Tenant shall also pay to Landlord any amount necessary to yield to Landlord the entire Purchase Price, Default Purchase Price, Right of First Offer Purchase Price, Call Option Purchase Price or Put Option Purchase Price, as applicable, if as a matter of the law of the State or locality such tax cannot be paid directly by Tenant).

Schedule B-1

SCHEDULE C

Permitted Encumbrances

1. Taxes or assessments for the year 2020, and subsequent years, not yet due or payable.
 2. The following matters disclosed by survey entitled "ALTA SURVEY FOR: 525 S. TRYON ST." by James Timothy Thomas, P.L.S., of Stewart, dated December 3, 2019, last revised December 20, 2019 (the "Survey"): (a) Service utilities; (b) Foundation Pit; and (c) Sediment Pond.
 3. Shortages in Area.
 4. Boundary and property lines disclosed by plats recorded in Map Book 64, page 518, as revised in Map Book 64, page 734; and Map Book 332, page 378.
- OFORMA
5. Landscape Easement to the City of Charlotte recorded in Book 8037, page 450, and as shown on the Survey.
 6. Terms and conditions of the Temporary Easement Agreements recorded in Book 33484, page 343; Book 33483, page 686; Book 33531, page 847; Book 33531, page 854; and Book 33656, page 284 and rights of others in and to the use of thereof. (As to Parcel II)
 7. Notice of Residual Petroleum recorded in Book 33778, page 605.
 8. Any statutory lien or claim of lien affecting Title to the Land that arises from labor, services, materials or rental equipment heretofore or hereafter furnished by, through, with, at the direction of, or under contracts with the Insured owner of the Land identified in Schedule A of this policy or its affiliates.
 9. Terms and conditions of the Easement Agreement recorded in Book 34134, page 170, and as shown on the Survey, and rights of others in and to the use of thereof. (As to Parcel III)

Schedule C-1

SCHEDULE D

Call Option/Put Option Purchase Prices

Call Option Purchase Price: 120% of the Put Option Price.

Put Option Purchase Price: An amount determined under the Agency Agreement which will be equal to the lesser of (x) \$337,500,000 or (y) 50% of the Final Landlord MIA Advance, but in no event less than \$305,750,000.

Schedule D-1

APPENDIX A

“Additional Payments” shall mean all amounts (i) that are out-of-pocket costs incurred or payable by Landlord in connection with the transfer of the Leased Premises to Tenant, and (ii) that are out-of-pocket costs, expenses, charges, penalties, or prepayment consideration, if any, incurred by Landlord as a result of the prepayment or defeasance of a Note(s) as the result of the occurrence of an Event of Default. Notwithstanding anything to the contrary set forth in this Lease, in no event shall Tenant be responsible for the payment of any Additional Payments that are payable by Landlord to a Lender as a result of a default by Landlord pursuant to the Note or Mortgage, which default is not the result of a default by Tenant hereunder.

“Additional Rent” shall mean all amounts, costs, expenses, liabilities, indemnities and obligations (including Tenant’s obligation to pay any Default Rate interest hereunder) which Tenant is required to pay pursuant to the terms of this Lease, other than Basic Rent, the Purchase Price, Default Purchase Price, Condemnation Termination Payment or Casualty Termination Payment, as applicable.

“Affiliate” of any Person shall mean any other Person directly or indirectly controlling, controlled by or under common control with, such Person and shall include, if such Person is an individual, members of the immediate family of such Person, and trusts for the benefit of such individual. For the purposes of this definition, the term “control” (including the correlative meanings of the terms “controlling”, “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

“Agency Agreement” shall mean the Construction Agency Agreement, dated as of December 23, 2019, between Landlord and Tenant, as it may be amended, supplemented or otherwise modified from time to time.

“Agency Agreement Event of Default” has the meaning assigned thereto in the Agency Agreement.

“Alteration” or “Alterations” shall mean any or all changes, additions (whether or not adjacent to or abutting any then existing buildings), expansions (whether or not adjacent to or abutting any then existing buildings), improvements, reconstructions, removals or replacements of any of the Improvements or Equipment, both interior or exterior, and ordinary and extraordinary, including, without limitation, exterior and interior signage and roof-top or other exterior telecommunications equipment, it being understood that Alterations shall not include repairs or ordinary maintenance.

“Basic Rent” shall mean the amounts set forth on Exhibit B annexed to this Lease.

“Basic Rent Payment Dates” shall mean the Rent Commencement Date and the first Business Day of each month thereafter during the Term.

“Business Day” means any day other than a Saturday or a Sunday or other day on which commercial banks in the State of North Carolina are required or are authorized to be closed.

“Call Option” has the meaning assigned thereto in Paragraph 32(a) of this Lease.

“Call Option Purchase Price” has the meaning assigned thereto in Paragraph 32(a) of this Lease.

“Casualty Termination Payment” has the meaning assigned thereto in Paragraph 14 (g) of this Lease.

“CERCLA” shall mean the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601-9657.

“Claims” shall mean Liens (including, without limitation, lien removal and bonding costs), liabilities, obligations, damages, losses, demands, penalties, assessments, payments, fines, claims, actions, suits, judgments, settlements, costs, expenses and disbursements (including, without limitation, reasonable legal fees and expenses and costs of investigation and enforcement) of any kind and nature whatsoever including, as applicable, any assertions of the foregoing.

“Closing Date” shall mean the date upon which title to the Leased Premises is conveyed to Tenant in accordance with Paragraphs 13, 14, 19, 31 or 32 of this Lease, as applicable, and Tenant pays to Landlord all amounts required to be paid hereunder.

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time.

“Commencement Date” shall mean the Effective Date of this Lease.

“Condemnation” shall mean a Taking and/or a Requisition.

“Condemnation Termination Payment” has the meaning assigned thereto in Paragraph 13(b) of this Lease.

“Default Purchase Price” for purpose of Paragraph 19 hereof shall mean the sum of (i) the Termination Value as of the date of determination or if such date of determination is not a Basic Rent Payment Date, as of the immediately preceding Basic Rent Payment Date, (ii) the Additional Payments and (iii) any overdue and unpaid Basic Rent and Additional Rent plus interest at the Default Rate on any unpaid and overdue amounts (if applicable).

“Default Rate” shall mean, for as long as the Notes are outstanding, the Default Rate shall be four percent (4%) above the then current Prime Rate. If no Notes are then outstanding the Default Rate shall be two percent (2%) per annum above the then current Prime Rate.

“Environmental Laws” shall mean and include the Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. §§ 6901-6987, as amended by the Hazardous and Solid Waste Amendments of 1984, CERCLA, the Hazardous Materials Transportation Act of 1975, 49 U.S.C. §§ 1801-1812, the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2671, the Clean Air Act, 42 U.S.C. §§ 7401 et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 et seq and all other federal, state and local laws, ordinances, rules, orders, statutes, codes and regulations applicable to the Leased Premises or the operations thereon or use thereof and (i) relating to the

environment, human health or natural resources, (ii) regulating, controlling or imposing liability or standards of conduct concerning Hazardous Materials, or (iii) regulating the clean-up or other remediation of the Leased Premises or any portion thereof, as any of the foregoing may have been amended, supplemented or supplanted from time to time.

“Equipment” shall mean, collectively, the machinery and equipment which is attached to the Improvements in such a manner as to become fixtures under Legal Requirements and that is integral to the operation of the Leased Premises, together with all additions and accessions thereto, substitutions therefor and replacements thereof, excepting therefrom the Trade Fixtures.

“Event of Default” has the meaning assigned thereto in Paragraph 19(a) of this Lease.

“Expiration Date” shall mean the earlier of (i) December 31, 2052 and (ii) the Closing Date.

“Final Completion Date” has the meaning assigned thereto in the Agency Agreement.

“Final Landlord MIA Advance” has the meaning assigned thereto in the Agency Agreement.

“Financing” shall mean any extension of credit to Landlord by a Lender secured by a Mortgage and evidenced by a Note, which as of the date hereof shall mean the \$750,925,673.63 Promissory Note issued by the Landlord to the order of CGA Mortgage Capital, LLC, a Delaware limited liability company and assigned to Wilmington Trust, National Association, as trustee for the registered holders from time to time of the CGA Capital Credit Lease-Backed Pass-Through Trust, Series 2019-CTL-18.

“GAAP” shall mean generally accepted accounting principles as in effect from time to time in the United States of America.

“Governmental Authority” shall mean any federal, state, county, municipal, foreign or other governmental or regulatory authority, agency, board, body, instrumentality, court or quasi governmental authority (or private entity in lieu thereof).

“Guaranties” shall mean all warranties, guaranties and indemnities, express or implied, and similar rights which Landlord may have against any manufacturer, seller, engineer, contractor or builder in respect of any of the Leased Premises, including, but not limited to, any rights and remedies existing under contract or pursuant to the Uniform Commercial Code.

“Hazardous Materials” shall mean all chemicals, petroleum, crude oil or any fraction thereof, hydrocarbons, polychlorinated biphenyls (PCBs), asbestos, asbestos-containing materials and/or products, urea formaldehyde, or any substances which are classified as “hazardous” or “toxic” under CERCLA; hazardous waste as defined under the Solid Waste Disposal Act, as amended 42 U.S.C. § 6901; air pollutants regulated under the Clean Air Act, as amended, 42 U.S.C. § 7401, et seq.; pollutants as defined under the Clean Water Act, as amended, 33 U.S.C. § 1251, et seq., any pesticide as defined by Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. § 136, et seq., any hazardous chemical substance or mixture or imminently hazardous substance or mixture regulated by the Toxic Substances Control Act, as amended, 15 U.S.C. § 2601, et Seq., any substance listed in the United States Department of Transportation Table at 45 CFR 172.101; any chemicals included in regulations promulgated under the above listed statutes or any similar federal or state

statutes relating to the environment, human health or natural resources; any explosives, radioactive material, and any chemical regulated by state statutes similar to the federal statutes listed above and regulations promulgated under such state statutes.

“Imposition” or “Impositions” shall mean, collectively, all Taxes of every kind and nature on or with respect to the Leased Premises, or the use, lease, ownership or operation thereof; all charges, fees, expenses and/or taxes for or under any Record Agreement or other agreement maintained for the benefit of the Leased Premises (provided such Record Agreement is a Permitted Encumbrance or was executed with Tenant’s consent); all general and special assessments, levies, permits, inspection and license fees on or with respect to the Leased Premises; all water and sewer rents and other utility charges on or with respect to the Leased Premises; all ground rents on or with respect to the Leased Premises, if any; all common area maintenance fees, if any, applicable to the Leased Premises, and all other public charges and/or taxes whether of a like or different nature, even if unforeseen or extraordinary, imposed or assessed upon or with respect to the Leased Premises, prior to or during the Term, against Landlord, Tenant or any of the Leased Premises as a result of or arising in respect of the occupancy, leasing, use, maintenance, operation, management, repair or possession thereof, or any activity conducted on the Leased Premises, or the Basic Rent or Additional Rent, including without limitation, any sales tax, occupancy tax or excise tax levied by any governmental body on or with respect to such Basic Rent or Additional Rent; all payments required to be made to a governmental or quasi-governmental authority (or private entity in lieu thereof) that are in lieu of any of the foregoing, whether or not expressly so designated; and any penalties, fines, additions or interest thereon or additions thereto; but specifically excluding those taxes referenced in Paragraph 8(a)(ii)(A) through (E) of this Lease.

“Improvements” shall mean, collectively, the approximately forty (40) floor office building containing approximately 989,000 square feet with limited retail space on the first floor, parking structure, and other improvements to be constructed on the Land.

“Indemnitee” shall mean Landlord, each Lender, the Trustee, any trustee under a Mortgage which is a deed of trust and any holders of beneficial interests in a Financing, each of their assignees or other transferees and each of their Affiliates and their respective officers, directors, employees, shareholders, members or other equity owners.

“Initial Term” shall mean the period of time commencing on the Commencement Date and terminating on the Expiration Date.

“Insurance Expiration Date” shall mean, with respect to an insurance policy, the date that such insurance policy will expire.

“Insurance Requirement” or “Insurance Requirements” shall mean, as the case may be, any one or more of the terms of each insurance policy required to be carried by Tenant under this Lease and the requirements of the issuer of such policy.

“Land” shall mean the lot(s) or parcel(s) of land described in Exhibit A attached to this Lease and made a part hereof, together with the easements, rights and appurtenances thereunto belonging or appertaining.

“Landlord” shall mean collectively, CGA 525 South Tryon TIC 1, LLC, a Delaware limited liability company, CGA 525 South Tryon TIC 2, LLC, a Delaware limited liability company and CK 525 South Tryon TIC, LLC, a Delaware limited liability company, as tenants-in-common.

“Leased Premises” shall mean, collectively, the Land, the Improvements and the Equipment, together with any and all other property and interest in property conveyed to Landlord pursuant to the deeds, bills of sale or other documents executed in connection with the purchase of the Land by Landlord or the construction of the Improvements.

“Legal Requirement” or “Legal Requirements” shall mean, as the case may be, any one or more of all present and future applicable constitutions, statutes, laws, treaties, permits, certificates, licenses, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations and requirements, including all Environmental Laws, even if unforeseen or extraordinary, of every Governmental Authority, and all covenants, restrictions and conditions now of record which may be applicable to Tenant, Landlord (with respect to the Leased Premises) or to all or any part of or interest in the Leased Premises, or to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the Leased Premises, even if compliance therewith (i) necessitates structural changes or improvements (including changes required to comply with the “Americans with Disabilities Act”) or results in interference with the use or enjoyment of the Leased Premises or (ii) requires Tenant to carry insurance other than as specifically required by the provisions of this Lease.

“Lender” or “Lenders” shall mean each financial institution or other Person that extends credit to Landlord, secured, directly or indirectly, by a Mortgage and evidenced by a Note or which is the holder of the Mortgage and a Note, or an interest therein, as a result of an assignment thereof or otherwise.

“Lien” or “Liens” shall mean any lien, mortgage, pledge, charge, security interest or encumbrance of any kind, or any type of preferential arrangement that has the practical effect of creating a security interest, including, without limitation, any thereof arising under any conditional sale agreement, capital lease or other title retention agreement.

“Material” shall mean, as applied to Structural Alterations only, a reduction in the fair market value of the Leased Premises as compared to other office buildings of comparable age and size in the Central Business District of Charlotte, North Carolina on the date of determination, of greater than five percent (5%) as reasonably determined by Tenant (so long as Tenant satisfies Required Credit Rating, or alternatively, if Tenant does not satisfy the Required Credit Rating, any such fair market value determination shall be based on an MAI appraisal procured by Tenant, at Tenant’s expense) valuing the Leased Premises before such Structural Alteration and the value of the Leased Premises prospectively after the proposed Structural Alteration.

“Mortgage” shall mean a first priority mortgage, deed of trust or similar security instrument hereafter executed covering the Leased Premises from Landlord to the Trustee, for the benefit of the Lenders.

“Net Award” shall mean the entire award payable to Landlord, the Trustee or Tenant by reason of a Condemnation, less any reasonable expenses incurred by Landlord or Trustee in collecting such award and excluding Tenant’s Award, if any (to the extent Tenant is entitled to Tenant’s Award pursuant to the terms of this Lease).

“Net Proceeds” shall mean the entire proceeds of any insurance required under clause (i), (iv), or (vi) of Paragraph 14(a) of this Lease, less any actual and reasonable expenses incurred by Tenant, Landlord or Trustee in collecting such proceeds.

“Non-Structural Alteration” shall mean any Alteration that is not a Structural Alteration.

“Note” or “Notes” shall mean a note or notes executed from Landlord to a Lender, which note or notes will be secured by a Mortgage.

“Notice” or “Notices” shall mean all notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given pursuant to the provisions of this Lease.

“Permitted Encumbrances” shall mean those covenants, restrictions, reservations, liens, conditions, encroachments, easements and other matters of title that affect the Leased Premises as of the date of Landlord’s acquisition thereof listed on Schedule C hereto.

“Person” shall mean an individual, corporation, partnership, joint venture, association, joint-stock company, trust, limited liability company, non-incorporated organization or government or any agency or political subdivision thereof.

“Prime Rate” shall mean the prime rate of interest published in *The Wall Street Journal* or its successor, from time to time.

“Purchase Price” for purposes of Paragraphs 13 and 14 of the Lease during the Initial Term shall mean the sum of (i) the Termination Value as of the date of determination or if such date of determination is not a Basic Rent Payment Date, as of the immediately preceding Basic Rent Payment Date, plus (ii) any overdue and unpaid Basic Rent and Additional Rent plus interest at the Default Rate on any unpaid overdue amounts (if applicable).

“Purchase Procedure” shall mean the procedure set forth on Schedule B to this Lease.

“Put Option” has the meaning assigned thereto in Paragraph 32(b) of this Lease.

“Put Option Purchase Price” has the meaning assigned thereto in Paragraph 32(b) of this Lease.

“Record Agreement” shall mean an easement agreement, restrictive covenant, declaration, right-of-way or any other similar agreement or document of record now or hereafter affecting the Leased Premises.

“Release” shall mean the release or the threatened release of any Hazardous Materials into or upon any land or water or air, or otherwise into the environment, including, without limitation, by means of burial, disposal, discharge, emission, injection, spillage, leakage, seepage, leaching, dumping, pumping, pouting, escaping, emptying, placement and the like.

“Renewal Option Notice” shall mean a written notice from Tenant to Landlord of its election to extend the Initial Term (or any then Renewal Term) of this Lease pursuant to Paragraph 5 of this Lease.

“Renewal Term” shall mean an additional Lease term of five (5) years.

“Rent” shall mean Basic Rent and Additional Rent.

“Rent Commencement Date” shall mean January 1, 2023.

“Replacement Equipment” shall mean operational equipment or other parts used by Tenant to replace any of the Equipment.

“Required Credit Rating” shall mean a senior unsecured long-term debt rating of “BBB” or higher by the current Rating Definitions and Terminology of Standard and Poor’s (or its successor) or the equivalent by Moody’s (or its successor).

“Requisition” shall mean any temporary condemnation or confiscation of the use or occupancy of the Leased Premises by any Governmental Authority, civil or military, whether pursuant to an agreement with such Governmental Authority in settlement of or under threat of any such requisition or confiscation, or otherwise.

“Restoration” shall mean, following a casualty or Condemnation, the restoration of the Leased Premises to as nearly as possible its value, condition and character immediately prior to such casualty or Condemnation, in accordance with the provisions of this Lease, including but not limited to the provisions of Paragraphs 11(a), 12 and 15. Notwithstanding the foregoing, such Restoration may depart from the condition of the Leased Premises immediately prior to the casualty or Condemnation, provided that (i) the fair market value of the Leased Premises shall not be diminished in any material respect after the completion of the Restoration, (ii) the use of the Leased Premises shall not be changed as a result of any such Restoration, (iii) all such Restoration shall be performed in a good and workmanlike manner, and shall be diligently completed in compliance with all Legal Requirements, and (iv) Tenant shall (subject to the provisions of Paragraph 18) discharge or bond over all Liens filed against any of the Leased Premises arising out of the same.

“Restoration Award” shall mean that portion of the Net Award equal to the cost of Restoration.

“Restoration Fund” shall mean, collectively, the Net Proceeds, Restoration Award and Tenant Insurance Payment.

“Right of First Offer Purchase Price” has the meaning assigned thereto in Paragraph 31(a) of this Lease.

“SEC” means the Securities and Exchange Commission.

“Self-Insurance Standards” has the meaning assigned thereto in Paragraph 14(e)(iii) of this Lease.

“State” shall mean the State or Commonwealth in which the Leased Premises is situated.

“Structural Alteration” shall mean any major capital improvements project that (i) will result in a change in the footprint of the Improvements, (ii) involves the addition of one or more floors to the Improvements, and/or (iii) affects the structural elements or any exterior walls of the Improvements.

“Taking” shall mean any permanent taking of the Leased Premises, or any portion thereof, in or by condemnation or other eminent domain proceedings pursuant to any law, general or special, or by reason of any agreement with any condemnor in settlement of or under threat of any such condemnation or other eminent domain proceedings or by any other means, or any ~~de~~ factio condemnation.

“Tax” or “Taxes” shall mean the following present and future taxes, including income (gross or net), gross or net receipts, sales, use, leasing, value added, franchise, doing business, transfer, capital, property (tangible or intangible), ad valorem, municipal assessments, excise and stamp taxes, levies, imposts, duties, charges, assessments or withholding, together with any penalties, fines, additions or interest thereon or additions thereto (any of the forgoing being referred to herein individually as a “Tax”), imposed by any Governmental Authority. Taxes shall include the costs of any contest or appeal pursued which reduces the Taxes (or attempts to do so), including reasonable attorneys’ fees and costs incident thereto. Without limiting the foregoing, if at any time during the term of this Lease the methods of taxation prevailing at the execution hereof shall be changed or altered so that in lieu of or as a supplement or addition to or a substitute for the whole or any part of the real estate taxes or assessments now or from time to time thereafter levied, assessed or imposed by applicable taxing authorities for the funding of governmental services, there shall be imposed (i) a tax, assessment, levy, imposition or charge, wholly or partially as a capital levy or otherwise, on the gross rents received or otherwise attributable to the Leased Premises, or (ii) a tax, assessment, levy (including but not limited to any municipal, state or federal levy), imposition or charge measured by or based in whole or in part upon the Leased Premises or this Lease, and imposed on Landlord under this Lease or any portion thereof, or (iii) a license fee or other fee or tax measured by the gross rent payable under this Lease, or (iv) any other tax, assessment, levy, charge, fee or the like payable with respect to the Leased Premises, the rents, issues and profits thereof, then all such taxes, assessments, levies, impositions and/or charges, or the part thereof so measured or based, shall be deemed to be Taxes.

“Tax Indemnitee” shall mean Landlord, each Lender, the Trustee, any trustee under a Mortgage which is a deed of trust, each of their assignees or other transferees and each of their

Affiliates and their respective officers, directors, employees, shareholders, members or other equity owners.

“Tenant” shall mean Duke Energy Carolinas, LLC, a North Carolina limited liability company, its successors and assigns.

“Tenant’s Award” shall mean, to the extent Tenant shall have a right to make a separate claim therefor against the condemnor, any award or payment (in connection with a Condemnation) for Tenant’s leasehold interest hereunder, relocation assistance available to Tenant under federal or state law including, but not limited to, on account of Trade Fixtures, Tenant’s moving expenses and Tenant’s out-of-pocket expenses incidental to the move, if available.

“Tenant’s Insurance Payment” shall mean, in the event of a damage or destruction, the amount of the proceeds that would have been payable under the third-party insurance required to be maintained pursuant to Paragraph 14(a)(i), (iv) or (vi) had such insurance program been in effect.

“Tenant’s Termination Notice” shall mean a written notice from Tenant to Landlord of Tenant’s intention to terminate this Lease and setting forth therein the proposed Closing Date and Tenant’s offer to purchase the Leased Premises in accordance with Paragraph 13 or 14 of this Lease.

“Term” shall mean the Initial Term, together with any Renewal Term.

“Termination Value” shall mean as of any Basic Rent Payment Date, the amount set forth opposite such Basic Rent Payment Date on Schedule A attached hereto.

“Threshold Amount” shall mean (i) \$20,000,000 for so long as Tenant maintains the Required Credit Rating at the time of the applicable Alteration, Condemnation or Casualty, or (ii) \$10,000,000 in the event Tenant no longer has the Required Credit Rating at the time of the applicable Alteration, Condemnation or Casualty.

“Trade Fixtures” shall mean all furniture, fixtures, equipment and other items of personal property (whether or not attached to the Improvements) that are owned by Tenant and used in connection with the operation of the business conducted on the Leased Premises, that are not integral to the operation of the Leased Premises and that have not been financed or funded by Landlord.

“Trustee” shall mean Wilmington Trust, National Association, as trustee for the registered holders from time to time of the CGA Capital Credit Lease-Backed Pass-Through Trust, Series 2019 – CTL – 18.

Exhibit 10.65

CONSTRUCTION AGENCY AGREEMENT

Dated as of December 23, 2019

between

DUKE ENERGY CAROLINAS, LLC,
as Construction Agent

and

**CGA 525 SOUTH TRYON TIC 1, LLC,
CGA 525 SOUTH TRYON TIC 2, LLC, AND
CK 525 SOUTH TRYON TIC, LLC**
as Tenants-In-Common,
as Landlord

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CONSTRUCTION AGENCY AGREEMENT

THIS CONSTRUCTION AGENCY AGREEMENT, dated as of December 23, 2019 (as amended, modified, extended, supplemented, restated and/or replaced from time to time, this "Agreement"), is between CGA 525 SOUTH TRYON TIC 1, LLC, a Delaware limited liability company ("CGA TIC 1"), CGA 525 SOUTH TRYON TIC 2, LLC, a Delaware limited liability company ("CGA TIC 2"), and CK 525 SOUTH TRYON TIC, LLC, a Delaware limited liability company ("CK TIC"), and collectively with CGA TIC 1 and CGA TIC 2, the "Landlord"), as tenants-in-common, and DUKE ENERGY CAROLINAS, LLC, a North Carolina limited liability company ("Construction Agent").

PRELIMINARY STATEMENT

A. Landlord and Construction Agent are parties to that certain Lease Agreement dated as of even date herewith (as amended, modified, extended, supplemented, restated and/or replaced from time to time, the "Lease"), pursuant to which Construction Agent, as tenant under the Lease (in such capacity, the "Tenant"), has agreed to lease certain Land (as defined in the Lease) and Improvements (as defined in the Lease) from Landlord.

B. In connection with the execution and delivery of the Lease, and subject to the terms and conditions hereof, (i) Landlord desires to appoint Construction Agent as its sole and exclusive agent in connection with the development of the Land and construction of the Improvements on the Land in substantial accordance with the Plans and Specifications and (ii) Construction Agent desires, for the benefit of Landlord, to cause the development and construction of the Improvements in substantial accordance with the Plans and Specifications and to undertake such other liabilities and obligations as are herein set forth.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

ARTICLE 1 DEFINITIONS; RULES OF USAGE

1.1 Definitions.

(a) The following terms shall have the following definitions for all purposes of this Agreement:

"Acquisition Advance" is defined in Section 4.2(a).

"Agency Agreement Event of Default" is defined in Section 5.1.

"Application for Payment" is defined in Section 4.1.

“Architects” shall mean, collectively, (i) the Base Building Architect for the Base Building Improvements and (ii) the Interiors Architect for the Initial Leasehold Improvements.

“Bankruptcy Event of Default” means an Event of Default described in clause (iv), (v) or (vi) of the definition thereof.

“Base Building Architect” shall mean TVS-Design, together with any replacements thereof selected by Construction Agent and approved by Landlord, such approval not to be unreasonably withheld, conditioned or delayed.

“Base Building Architect Agreement” shall mean that certain Standard Form of Agreement Between Owner and Architect (AIA Document B101-2017) dated as of March 2019, by and between Base Building Architect and Construction Agent, as owner, as such Standard Form of Agreement Between Owner and Architect may be amended, modified or supplemented from time to time in accordance with the terms of this Agreement.

“Base Building General Contract Agreement” shall mean that certain Standard Form of Agreement Between Owner and Contractor (AIA Document A102-2017) dated as of February 15, 2018 by and between Base Building General Contractor and Construction Agent, as owner, as such Standard Form of Agreement Between Owner and Contractor may be amended, modified or supplemented from time to time in accordance with the terms of this Agreement.

“Base Building General Contractor” shall mean Batson Cook for the Base Building Improvements, together with any replacements thereof selected by Construction Agent and approved by Landlord, such approval not to be unreasonably withheld, conditioned or delayed.

“Base Building Improvements” shall mean the base building, core and shell aspects of the Improvements.

“Base Building Plans and Specifications” shall mean the plans and specifications for the Base Building Improvements prepared by the Base Building Architect for the Base Building Improvements that have been delivered to Landlord prior to the date hereof, as such Base Building Plans and Specifications may be amended, modified or supplemented from time to time in accordance with the terms of this Agreement.

“Completion Date” shall mean the date on which substantial completion of the Improvements on the Land has been achieved in substantial accordance with the Plans and Specifications and this Agreement, and in compliance with all Legal Requirements and Insurance Requirements, a certificate of occupancy (or its equivalent in the political subdivision in which the Land is located) has been issued with respect to the Improvements by the appropriate governmental entity.

“Construction Budget” shall mean the budget for the anticipated cost of developing and constructing the Improvements as determined by Construction Agent in its reasonable, good faith judgment and approved by Landlord and Lender, which approval shall not be unreasonably withheld, as such budget is amended or modified by Construction Agent in accordance with the terms of this Agreement and the Escrow Agreement.

"Construction Costs" means all fees, costs and expenses (including any and all Cost Overruns) incurred in connection with the design, development and construction of the Improvements on the Land, including the costs of excavating, grading, landscaping and other work undertaken to prepare the Land for construction of the Improvements, the purchase price of all Equipment to be installed on the Leased Premises, all interest, letter of credit fees and other carrying costs accrued during the Construction Term, all planning, engineering, development, architects', consultants', brokers', attorneys' and accountants' fees, appraisal costs, survey costs, insurance costs, transaction costs, demolition costs, permitting costs, costs for title insurance, a fee to Construction Agent to the extent provided for under the Construction Budget and to be paid from the Maximum Improvements Amount, to reimburse it for any and all costs incurred by it in connection with monitoring the construction of the Leased Premises and the compliance of Construction Agent with the terms of this Agreement and the Escrow Agreement, other soft costs related to the design, development and construction of the Improvements and all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in connection with enforcing this Agreement. For purposes of the definition of Construction Costs, the amounts disbursed under Section 4.2(a)(iii) and Section 4.2(c) as the Initial Escrow Funding shall be included within such defined term.

"Construction Documents" is defined in Section 2.5.

"Construction Force Majeure Declaration" is defined in Section 3.4.

"Construction Force Majeure Event" means:

- (a) an act of God arising after the date hereof, including unusually adverse or severe weather conditions, or
- (b) any material change in any Legal Requirements arising after the date hereof and relating to the use of the Land or the construction of the Improvements on the Land, or
- (c) strikes, lockouts, labor troubles, unavailability of materials, riots, insurrections, and
- (d) other causes beyond Construction Agent's reasonable control,

which could not have been avoided or which cannot be remedied by Construction Agent through the exercise of all commercially reasonable efforts and, in the case of (b) above, the existence or potentiality of which was not known to and could not have been discovered prior to the date hereof through the exercise of reasonable due diligence by Construction Agent.

"Construction Loan Administrator" means Jones Lang LaSalle America Inc.

"Construction Period Termination Date" means the earlier of (i) the Outside Scheduled Completion Date and (ii) the Final Completion Date.

"Construction Term" is defined in Section 2.3.

“Cost Overruns” means the amount by which any Construction Costs for the design, development of the Land and construction of the Improvements on the Land exceeds the Maximum Improvements Amount, subject to (i) application of funds then available in any “contingency” line items set forth in the Construction Budget, and (ii) reallocations of actual savings from any Construction Costs line item in the Construction Budget to another Construction Cost line item in Construction Budget. Cost Overruns shall not include (1) costs that are actually paid by the Base Building General Contractor, the Initial Leasehold Improvements General Contractor or by other contractors, subcontractors or design professionals without reimbursement or payment from Construction Agent (whether such payment is made through the application of liquidated damages under the Construction Documents or otherwise) or (2) costs that are actually funded under any applicable payment or performance bond or any sub-guard insurance policy.

“Developer” means CK Metro, LLC, together with any replacements thereof selected by Construction Agent and approved by Landlord, such approval not to be unreasonably withheld, conditioned or delayed.

“Development Agreement” means that certain Amended and Restated Development Agreement dated as of December 20, 2019, by and between Construction Agent, as owner, and Developer, as such Development Agreement may be amended, modified or supplemented from time to time in accordance with the terms of this Agreement.

“Escrow Account” is defined in Section 4.2(c).

“Escrow Agent” means TIAA, FSB, a federal savings bank.

“Escrow Agreement” means the Construction Escrow and Security Agreement, among Construction Agent, Landlord, Lender, Construction Loan Administrator and Escrow Agent in the form attached hereto as Exhibit C (as it may be amended, supplemented or otherwise modified from time to time).

“Escrow Funds” is defined in Section 4.2(c).

“Final Completion Date” means the date of final completion of the Improvements after the Completion Date has occurred, inclusive of all punch-list items as evidenced by certificates of final completion issued by the Architects and delivery of all items required under Section 10 of the Escrow Agreement.

“Final Landlord MIA Advance” is defined in Section 4.3(a).

“Financing” shall mean any extension of credit to Landlord by a Lender secured by a Mortgage and evidenced by a Note, which as of the date hereof shall mean the \$750,925,673.63 Promissory Note issued by the Landlord to the order of CGA Mortgage Capital, LLC, a Maryland limited liability company and its assignee, the Trustee.

“General Contractors” shall mean, collectively, (i) the Base Building General Contractor for the Base Building Improvements and (ii) the Initial Leasehold Improvements General Contractor for the Initial Leasehold Improvements.

“Gross Prepayment Amount” is defined in Section 4.3(a).

“Indemnitee” shall mean Landlord, each Lender, the Trustee, any trustee under a Mortgage which is a deed of trust and any holders of beneficial interests in a Financing, each of their assignees or other transferees and each of their Affiliates and their respective officers, directors, employees, shareholders, members or other equity owners.

“Initial Escrow Funding” is defined in Section 4.2(c).

“Initial Leasehold Improvements” shall mean the initial leasehold improvements aspects of the Improvements.

“Initial Leasehold Improvements General Contract Agreement” shall mean that certain Standard Form of Agreement Between Owner and Contractor (AIA Document A102-2017) to be executed by and between Initial Leasehold Improvements General Contractor and Construction Agent, as owner, as such Standard Form of Agreement Between Owner and Contractor may be amended, modified or supplemented from time to time in accordance with the terms of this Agreement.

“Initial Leasehold Improvements General Contractor” shall mean DPR/McFarland for the Initial Leasehold Improvements, together with any replacements thereof selected by Construction Agent and approved by Landlord, such approval not to be unreasonably withheld, conditioned or delayed.

“Initial Leasehold Improvements Plans and Specifications” shall mean the plans and specifications for the Initial Leasehold Improvements prepared by the Interiors Architect for the Initial Leasehold Improvements that have been delivered to Landlord prior to the date hereof, as such Initial Leasehold Improvements Plans and Specifications may be amended, modified or supplemented from time to time in accordance with the terms of this Agreement.

“Interiors Architect” shall mean Gensler, together with any replacements thereof selected by Construction Agent and approved by Landlord, such approval not to be unreasonably withheld, conditioned or delayed.

“Interiors Architect Agreement” shall mean that certain Professional Services Agreement dated as of Agreement dated as of September 15, 2015, by and between Interiors Architect and Construction Agent, as owner, and that certain Work Authorization dated May 31, 2019, by and between Interiors Architect and Construction Agent, as such documents may be amended, modified or supplemented from time to time in accordance with the terms of this Agreement.

“Land Acquisition Costs” means the aggregate amounts paid by Landlord in connection with the acquisition of the Land, including, without limitation, any earnest money deposits, title insurance costs and escrow fees, including the amounts advanced under Section 4.2(a)(i) and (ii).

“Landlord MIA Advance” shall mean an initial amount as of the date hereof equal to Six Hundred Fifty Two Million Dollars (\$652,000,000.00), as such amount may be (i) adjusted by a

Landlord MIA Advance Adjustment on February 10, 2020 pursuant to Section 2.1, and (ii) reduced by an amount equal to any Prepayment Advance actually made by Landlord on December 10, 2022 pursuant to Section 4.3(a).

“Landlord MIA Advance Adjustment” is defined in Section 2.1.

“Landlord MIA Advance Request” is defined in Section 2.1.

“Lender” or “Lenders” shall mean initially, CGA Mortgage Capital, LLC, a Maryland limited liability company and its assignee, the Trustee, and each additional financial institution or other Person that extends credit to Landlord, secured, directly or indirectly, by a Mortgage and evidenced by a Note or which is the holder of the Mortgage and a Note, or an interest therein, as a result of an assignment thereof or otherwise.

“Loan Escrow and Security Agreement” shall mean that certain Escrow and Security Agreement of even date herewith among Landlord, Lender and Wilmington Trust, National Association.

“Maximum Improvements Amount” shall mean the Landlord MIA Advance, together with (i) any interest earned on the Escrow Funds under the Escrow Agreement, for which Construction Agent has elected, at its sole discretion, to retain in the Escrow Account, and (ii) any amounts deposited by Construction Agent into the Escrow Account to be used to pay for any Cost Overruns.

“Mortgage” shall mean a first priority mortgage, deed of trust or similar security instrument hereafter executed securing the Financing and encumbering the Leased Premises, from Landlord, for the benefit of a Lender.

“Note” or “Notes” shall mean a note or notes executed from Landlord to a Lender, which note or notes will be secured by a Mortgage.

“Outside Scheduled Completion Date” means January 1, 2025.

“Permitted Investments” shall mean (i) marketable direct obligations issued or unconditionally guaranteed by the United States of America or issued by any agency thereof and backed by the full faith and credit of the United States of America, in each case maturing within six (6) months from the date of acquisition thereof, and (ii) marketable general obligations issued by any state of the United States of America maturing within six (6) months from the date of acquisition thereof and, at the time of acquisition, having one of the two highest ratings generally obtainable from either Standard & Poor’s Financial Services LLC or Moody’s Investors Service, Inc.

“Plans and Specifications” shall mean, collectively, (i) the Base Building Plans and Specifications for the Base Building Improvements and (ii) the Initial Leasehold Improvements Plans and Specifications for the Initial Leasehold Improvements.

“Prepayment Advance” is defined in Section 4.3(a).

“Prepayment Determination Date” is defined in Section 4.3(a).

"Prepayment Notice" is defined in Section 4.3(a).

"Prepayment Option" is defined in Section 4.3(a).

"Project Actual Cost" shall mean, as of any date, the actual total aggregate Construction Costs and Land Acquisition Costs funded by Landlord on or prior to such date, but shall specifically exclude any amounts advanced under Section 4.2(b) as a Transaction Cost Advance.

"Remediation Plan" is defined in Section 3.4.

"Rent Commencement Date" means January 1, 2023.

"Required Credit Rating" has the meaning set forth in the Lease.

"Security Agreement and Assignment" means a Security Agreement and Assignment substantially in the form attached hereto as Exhibit A.

"Subsequent Escrow Funding" is defined in Section 4.2(d).

"Subsequent Funding Date" is defined in Section 4.2(d).

"Subsequent Funding Lease Amendment" is defined in Section 4.2(f).

"TIC Agreement" is defined in Section 7.5.

"Transaction Cost Advance" is defined in Section 4.2(b).

"Trustee" means Wilmington Trust, National Association, as trustee for the registered holders from time to time of the CGA Capital Credit Lease-Backed Pass-Through Trust, Series 2019-CTL-18.

"Unused Amount" is defined in Section 4.3(c).

(b) For purposes of this Agreement, capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Lease. Unless otherwise indicated, references in this Agreement to articles, sections, paragraphs, clauses, appendices, schedules and exhibits are to the same contained in this Agreement.

ARTICLE 2 APPOINTMENT OF CONSTRUCTION AGENT

2.1 Appointment

Subject to the terms and conditions hereof, Landlord hereby irrevocably designates and appoints Construction Agent as its exclusive agent, and Construction Agent accepts such appointment, in connection with the development and construction of the Improvements on the Land in substantial accordance with the Plans and Specifications. Notwithstanding any provisions hereof or in the Lease to the contrary, Construction Agent acknowledges and agrees that Landlord shall have no obligation to advance more than the Landlord MIA Advance. Construction Agent

shall be entitled to a one-time right to increase the Landlord MIA Advance by up to Twenty-Three Million and No/100 Dollars (\$23,000,000.00) or decrease the Landlord MIA Advance by up to Twenty-Seven Million and 00/100 Dollars (\$27,000,000.00) by providing written notice of such adjustment to the Landlord MIA Advance to Landlord and Escrow Agent on or before January 31, 2020 (the "Landlord MIA Advance Request") and complying with Section 4.2(d) and (f) (the "Landlord MIA Advance Adjustment").

2.2 Acceptance and Undertaking.

Construction Agent hereby unconditionally accepts the agency appointment set forth in Section 2.1 and undertakes, for the benefit of Landlord and Lenders, the timely development and construction of the Improvements in substantial accordance with the Plans and Specifications, this Agreement and the Escrow Agreement.

2.3 Term.

This Agreement shall commence on the date hereof and shall terminate on the Construction Period Termination Date (the "Construction Term"); provided, however, certain provisions hereof shall survive the termination as expressly provided herein.

2.4 Scope of Authority.

(a) Landlord hereby expressly authorizes Construction Agent, or any agent or contractor of Construction Agent, and Construction Agent unconditionally agrees for the benefit of Landlord, subject to Section 2.4(b), to take all action necessary or desirable for the performance and satisfaction of any and all obligations of Landlord or Construction Agent under any construction agreement or development agreement relating to the Improvements and to fulfill all of the obligations of Construction Agent, which obligations shall include, without limitation:

(i) all design and supervisory functions relating to the development and construction of the Improvements and performing all engineering work related thereto;

(ii) (A) negotiating, entering into, performing and enforcing all contracts and arrangements to procure the equipment and materials necessary to construct the Improvements, (B) negotiating, executing, performing and enforcing all contracts and arrangements to develop and construct the Improvements on such terms and conditions as are customary and reasonable in light of local and national standards and practices and (C) negotiating, executing, performing and enforcing agreements granting easements and licenses for utilities and other facilities necessary to construct the Improvements, provided that if the terms of any such easement or license shall continue to be binding on Landlord or burden the Leased Premises after the Final Completion Date, such easement or license shall be subject to Landlord's approval of the form and substance thereof, not to be unreasonably withheld, conditioned or delayed;

(iii) obtaining all necessary permits, licenses, consents, approvals, entitlements and other authorizations, including without limitation all of the foregoing required for the Improvements and the use and occupancy thereof and those required under Legal Requirements (including Environmental Laws), from all Governmental Authorities in connection with the development, construction use and occupancy of the Improvements in accordance with the Plans and Specifications, this Agreement and the Lease;

(iv) maintaining all books and records with respect to the Improvements and the construction, operation and management thereof; and

(v) paying when due the Construction Costs from the funds disbursed to Construction Agent in accordance with Section 4.1 hereof; and

(vi) performing any other acts and paying such amounts (including Cost Overruns) necessary in order to develop and construct the Improvements in accordance with the Plans and Specifications on or before the Outside Scheduled Completion Date.

(b) Neither Construction Agent nor any of its Affiliates or agents shall enter into any contract or consent to any contract in the name of Landlord without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed so long as (i) such contract will not increase the obligations of Landlord beyond the obligations of Landlord as are expressly set forth in the Lease or this Agreement and (ii) each such contract does not impose any liability or obligation on Landlord for which Landlord is not indemnified by Construction Agent pursuant to Section 3.3.

(c) Subject to the terms and conditions of this Agreement and the Lease, Construction Agent shall have sole management and control over the construction means, methods, sequences and procedures regarding the Improvements. The parties hereto acknowledge that Construction Agent, as tenant under the Lease, shall be in possession and control of the Leased Premises (including the Improvements) during the term of this Agreement.

2.5 Delegation of Duties.

Construction Agent may execute any of its duties and obligations under this Agreement by or through agents, construction managers, architects (including, without limitation, the Architects), consultants, contractors (including, without limitation, the General Contractors), design builders, developers (including, without limitation, the Developer), Affiliates, employees, engineers or attorneys-in-fact, and Construction Agent shall enter into such agreements with such Persons (the "Construction Documents") as Construction Agent deems necessary or desirable for the construction of the Improvements pursuant hereto; provided, however, that no such delegation shall limit or reduce in any way Construction Agent's duties and obligations under this Agreement or impose any liability or obligation on Landlord for which Landlord is not indemnified by Construction Agent pursuant to Section 3.3; provided, further, that contemporaneously with, or promptly after, the execution and delivery of a Construction Document, Construction Agent will execute and deliver to Landlord the Security Agreement and Assignment, pursuant to which Construction Agent assigns

to Landlord, among other things, all of Construction Agent's rights under and interests in such Construction Documents, and Construction Agent shall cause the other party to such Construction Document to execute a consent to the assignment of such Construction Document, which consent shall be reasonably satisfactory to Landlord. Each contract with a general contractor, developer or design builder shall be with a reputable general contractor, developer or design builder with experience in constructing projects that are similar in scope and type to the proposed Improvements, and shall provide for a guaranteed maximum price.

2.6 Covenants of Construction Agent.

Construction Agent hereby covenants and agrees that it will:

(a) cause the development and construction of the Improvements to be prosecuted in a good and workmanlike manner, and in substantial accordance with the Plans and Specifications, the Construction Budget, the Construction Documents, the applicable construction schedule, prevalent industry practices with respect to similar projects and otherwise in accordance with Section 3.1 hereof;

(b) obtain the necessary building and all other necessary permit(s), cause the Land and Improvements to be served by all necessary utilities, and cause construction of the Base Building Improvements to commence within sixty (60) days of the date of this Agreement;

(c) cause the Final Completion Date for the Improvements to occur on or before the Outside Scheduled Completion Date, free and clear (by removal or bonding in accordance with the terms of Paragraph 18 of the Lease) of Liens or claims for materials supplied or labor or services performed in connection with the development and construction thereof;

(d) cause all outstanding punch list items with respect to the Improvements to be completed, and if Construction Agent has delivered a temporary certificate of occupancy for the Leased Premises pursuant to Section 4.2, deliver a permanent certificate of occupancy (or its equivalent in the political subdivision in which the Land is located) for the Leased Premises, by the date that is ninety (90) days after the Final Completion Date (it being understood that the foregoing covenant shall survive the termination of this Agreement);

(e) (i) cause good and indefeasible title to the Improvements to vest in Landlord and (ii) not permit Liens (other than Permitted Encumbrances, the Mortgage and other Liens created by Landlord) to be filed or maintained respecting the Leased Premises (including the Improvements), provided that, so long as no Agency Agreement Event of Default has occurred and is continuing, Construction Agent may contest any Lien in accordance with the terms set forth in Paragraph 18 of the Lease;

(f) (i) on a monthly basis, deliver to Landlord true, correct and complete copies of any material modifications of the Construction Budget (a true, complete and copy of which as of the date of this Agreement is attached hereto as Exhibit B) and progress reports regarding the development and construction of the Improvements in reasonable detail, and (ii) promptly provide such other information with respect to the Improvements and the construction thereof as Landlord shall reasonably request;

(g) take all reasonable and practical steps to minimize the disruption of the construction process arising from any Construction Force Majeure Events; it being understood that any costs associated with such steps shall be included as Construction Costs and shall be only be reimbursable by Landlord in accordance with this Agreement to the extent such costs are provided for under the contingency line items within the Construction Budget and included within the Maximum Improvements Amount. In all other instances such costs shall be considered Cost Overruns, in which case Construction Agent shall be responsible for the payment thereof; and

(h) permit Landlord, Lender and their respective representatives access to the Leased Premises upon reasonable notice (which notice may be by telephone, facsimile or e-mail) at all reasonable business hours to inspect the Leased Premises (subject to such reasonable safety measures that the General Contractors may require).

2.7 Insurance.

(a) Insurance by Construction Agent: Construction Agent shall cause to be procured, and shall maintain in full force and effect during the Construction Term, insurance policies with insurance companies authorized to do business in the jurisdiction in which the Leased Premises are located that have a claims paying ability rating by Standard & Poor's (or equivalent ratings agency) of not less than A-, a Standard & Poor's financial strength rating of "A" or better and an A.M. Best Insurance Reports financial size category of at least "XI", with limits and coverage provisions as set forth below.

(i) General Liability Insurance. Commercial general liability insurance and comprehensive automobile liability insurance (including but not limited to coverage for all losses whatsoever arising from the ownership, maintenance, operation or use of any automobile, truck or other motor vehicle, whether owned, leased or hired) on an occurrence basis for Construction Agent's and Landlord's liability arising out of claims for personal injury (including bodily injury and death) and property damage. Such insurance shall provide coverage for products-completed operations, contractual and personal injury liability with a \$1,000,000 limit per occurrence for combined bodily injury and property damage with policy annual aggregates of \$2,000,000 (other than products-completed operations) and \$2,000,000 for products-completed operations.

(ii) Excess Liability Insurance. Liability insurance in excess of the insurance coverage required in clause (i) above with a limit of \$10,000,000 per occurrence and annual aggregate.

(iii) Builder's Risk Insurance. Builder's risk insurance, with respect to the Improvements on a "special cause of loss" basis insuring Construction Agent, Landlord, the General Contractors and the subcontractors with respect to the Leased Premises as their interests may appear, including coverage against loss or damage from the perils of earth movement (including but not limited to earthquake, landslide, subsidence and volcanic eruption), strike, riot and civil commotion.

a . Property Covered. The builder's risk insurance shall provide coverage for (i) the structures, machinery, equipment, facilities, fixtures, supplies and other property constituting a part of the Improvements, (ii) property of others in the care, custody or control of Construction Agent, Landlord, General Contractors and subcontractors in connection with the Improvements, but not contractor's tools, machinery, plant and equipment, including spare parts and accessories not destined to become a permanent part of the Improvements, (iii) all preliminary works, temporary works and interconnection works (i.e., all underground property used to connect to public or private utility feeds, including, but not limited to, telephone, water, cable, natural gas, electricity and sewers) and (iv) all foundations and other property below the surface of the ground.

b. Additional Coverages. The builder's risk policy or endorsement shall insure (i) the cost (including labor) of preventive measures to reduce or prevent further loss, (ii) inland transit with a sublimit of \$200,000, which amount is sufficient to insure the reasonably expected largest single shipment to or from the Leased Premises site from anywhere within North America, (iii) off site storage to insure the full replacement value of any property or equipment not stored on the Leased Premises site with a sublimit of \$150,000, (iv) expediting expenses (defined as reasonable extra costs incurred after an insured loss to make temporary repairs and expedite the permanent repair of the damaged property) with a sublimit in the amount of \$25,000, and (v) coverage for loss resulting from the enforcement of ordinance or laws that regulate construction, demolition, repair or use of the property, with Coverage A (loss to undamaged portion of the building), Coverage B (cost of demolishing the undamaged portion of the building) and Coverage C (increased cost of reconstruction or repairs to comply with current ordinance or law) with a combined aggregate limit of not less than \$1,000,000 and which shall include an endorsement to provide coverage for any additional costs associated with repairing the damage from a covered loss over and above the cost that would have been incurred in the absence of such current ordinance or law.

c. Special Clauses. The builder's risk policy or endorsement shall include (i) a requirement that the insurer pay losses within the time period permitted by law and (ii) an extension clause allowing the policy period to be extended up to sixty (60) days without modification to the terms and conditions of the policy, and upon payment of the premium on a pro-rata basis.

d . Prohibited Exclusions. The builder's risk policy or endorsement shall not contain any (i) coinsurance provisions, or (ii) exclusion for ensuing direct physical loss or damage resulting from freezing (subject to the policy terms and conditions).

e. Sum Insured. The builder's risk policy or endorsement shall (i) be on a completed value form, (ii) insure 100% of the completed insurable value of the Improvements constituting a part of the Improvements, (iii) value losses at replacement cost, without deduction for physical depreciation or obsolescence including custom duties, taxes and fees and (iv) insure loss or damage from earth movement and flood with separate sublimits equal to not less than \$10,000,000.

(iv) Endorsements. All policies of insurance required to be maintained by Construction Agent shall be endorsed as follows.

a. To name Lender as the loss payee with respect to builder's risk insurance;

b. To name Lender as mortgagee with respect to builder's risk insurance;

c. To name Landlord and Lender as additional insureds with respect to all liability insurance, other than the architect errors and omissions coverage, which shall contain a limited additional insured endorsement, if available; and

d. To provide a severability of interests clause.

e. That the insurance shall be primary and not excess to or contributing with any insurance or self-insurance maintained by Landlord or the other additional insureds.

(v) Waiver of Subrogation. Construction Agent hereby waives any and every claim for recovery from Lender and Landlord, and Landlord hereby waives any and every claim for recovery from Construction Agent, for any and all loss or damage covered by any of the insurance policies to be maintained under this Agreement (or otherwise maintained by the parties) to the extent that such loss or damage is recovered by Construction Agent or (but only to the extent of the liabilities assumed or obligations insured hereunder) Landlord, respectively, under any such policy. If the foregoing waiver will preclude the assignment of any such claim to the extent of such recovery, by subrogation (or otherwise), to an insurance company (or other person), Construction Agent (or other appropriate party) shall give written notice of the terms of such waiver to each insurance company which has issued, or which may issue in the future, any such policy of insurance (if such notice is required by the insurance policy) and shall cause each such insurance policy to be properly endorsed by the issuer thereof to, or to otherwise contain one or more provisions that, prevent the invalidation of the insurance coverage provided thereby by reason of such waiver.

(b) Conditions.

(i) Adjustment of Losses. Losses, if any, with respect to any portion of the Improvements constituting a part of the Improvements under any damage policies required to be carried under this Section 2.7 shall be adjusted with the insurance companies, including the filing of appropriate proceedings, as follows: (x) so long as no Agency Agreement Event of Default shall have occurred and be continuing, and provided that Construction Agent is required to repair the damage or if Construction Agent has exercised its option to purchase the Leased Premises pursuant to Section 5.3, such losses will be adjusted by Construction Agent, and (y) if any Agency Agreement Event of Default shall have occurred and be continuing or any Construction Force Majeure Event has been declared, or if Construction Agent is not required to repair the damage, and Construction Agent has not exercised its option to purchase the Leased Premises pursuant to Section 5.3, such losses shall be adjusted by Landlord. The party which is entitled to adjust losses shall appear in any proceeding or action to negotiate, prosecute, adjust or appeal any claim for any award, compensation or insurance payment on account of any casualty, and the other party may participate, at such other party's sole cost and expense, in any such proceeding, action, negotiation, prosecution or adjustment. Adjustment expenses shall be paid directly by Construction Agent. The parties hereto agree that this Agreement shall control the rights of the parties hereto in and to any such award, compensation or insurance payment relating to any casualty affecting the Improvements constituting a part of the Improvements during the Construction Term.

(ii) Application of Insurance Proceeds. All proceeds of insurance maintained pursuant to this Section 2.7 on account of any damage or destruction of all or any part of the Improvements shall be paid to the Trustee, provided that (i) if no Agency Agreement Event of Default shall have occurred and (ii) subject to Section 3.4, Construction Agent has undertaken to repair the damage and has demonstrated to the reasonable satisfaction of Landlord that the application of such insurance proceeds, together with the remaining funds in the Escrow Account (and any additional funds provided by Construction Agent in its sole discretion), are sufficient to cause the Final Completion Date to occur on or prior to the Outside Scheduled Completion Date, such funds shall be held by the Trustee in a segregated account, or deposited into the Escrow Account, and disbursed to Construction Agent to pay actual costs incurred by Construction Agent to effect the repair of the Improvements constituting a part of the Improvements on the same terms as disbursement in connection with the initial construction of the Improvements. If the Final Completion Date cannot occur on or prior to the Outside Scheduled Completion Date, the parties agree to discuss the issue of disbursement of insurance proceeds to Construction Agent in good faith and after such discussion, Landlord shall make a determination, by written notice to Construction Agent, in the exercise of its sole discretion, whether (i) to extend the Outside Scheduled Completion Date and disburse the proceeds for repair of the Improvements or (ii) to declare an Agency Agreement Event of Default under Section 5.3(d). Landlord shall not unreasonably withhold its approval of an extension of the Outside Scheduled Completion Date so long as, after giving effect to the such extension, the available insurance proceeds, together with the remaining

funds in the Escrow Account (and any additional funds provided by Construction Agent in its sole discretion), are sufficient to pay all of the expected remaining Construction Costs (including any increased capitalized interest) and Lender have agreed to such extension. Any proceeds of insurance paid to the Trustee pursuant to this Section 2.7 not used to repair the Improvements and held by the Trustee shall be applied to the account of Construction Agent to reduce the obligations of Construction Agent hereunder (or, if this Agreement is terminated by Landlord, shall be applied as set forth in Article 5), provided, that if any such funds remain upon the occurrence of the Final Completion Date, such funds shall, so long as no Agency Agreement Event of Default shall have occurred and be continuing, be paid to Construction Agent. If Landlord elects to declare an Agency Agreement Event of Default, the provisions of Article 5 shall apply. Notwithstanding any extension of the Outside Scheduled Completion Date, the Rent Commencement Date shall not be modified or extended without the prior written consent of the Landlord and Lender.

(iii) Additional Insurance. Any additional insurance obtained by Construction Agent or Landlord shall provide that it shall not interfere with or in any way limit the insurance described in this Section 2.7 or increase the amount of any premium payable with respect to any insurance described in such Section. The proceeds of any such additional insurance will be for the account of the party maintaining such additional insurance.

(iv) Payment of Premiums. Construction Agent shall cause to be paid all premiums for the insurance required hereunder from draws from the Escrow Account, and such amounts shall constitute Construction Costs. Construction Agent shall renew or replace, or cause to be renewed or replaced, each insurance policy required hereunder prior to the expiration date thereof for the duration of the Construction Term.

(v) Policy Cancellation and Change. All policies of insurance required to be maintained pursuant to this Section 2.7 shall be endorsed so that if at any time they are cancelled, such cancellation shall not be effective as to Landlord or Lender for thirty (30) days, except for non-payment of premium which shall be for ten (10) days, after written notice from such insurer of such cancellation to Landlord and Lender.

(vi) Miscellaneous Policy Provisions. All builder's risk insurance policies shall not include any annual or term aggregate limits of liability or clause requiring the payment of additional premium to reinstate the limits after loss except for insurance covering the perils of flood, earth movement and sabotage.

(vii) Separation of Interests. All policies shall insure the interests of Landlord and Lender regardless of any breach or violation by Construction Agent or any other Person of warranties, declarations or conditions contained in such policies, any action or inaction of Construction Agent or others, or any foreclosure relating to the Leased Premises or any change in ownership of all or any portion of the Leased Premises.

(viii) Acceptable Policy Terms and Conditions. All policies of insurance required to be maintained pursuant to this Section 2.7 shall contain terms and conditions reasonably acceptable to Landlord and Lender.

(c) Evidence of Insurance. On or prior to the date hereof and on or prior to two (2) Business Days prior to each policy expiration date, Construction Agent shall furnish, or cause to be furnished, Landlord with evidence of insurance reasonably acceptable to Landlord, including certificates of insurance or binders, in an ACORD 27 form for all property insurance and an ACORD 25 form for all liability insurance, and otherwise acceptable to Landlord, evidencing all of the insurance required by the provisions of this Section 2.7. Such certificates of insurance/binders shall be executed by each insurer or by an authorized representative of each insurer. Such certificates of insurance/binders shall identify the underwriters, the type of insurance, the insurance limits and the policy term and shall specifically list the special provisions enumerated for such insurance required by this Section 2.7. Upon request, Construction Agent will promptly furnish Landlord with copies of all insurance binders and certificates of such insurance relating to the insurance required to be maintained hereunder.

(d) Reports. Construction Agent will advise Landlord in writing promptly of (i) any default in the payment of any premium and of any other act or omission on the part of Construction Agent which may invalidate or render unenforceable, in whole or in part, any insurance being maintained by Construction Agent pursuant to this Section 2.7 and (ii) the unavailability of any insurance required hereunder in the commercial market.

(e) No Duty of Landlord to Verify or Review. No provision of this Section 2.7 or any provision of this Agreement or the Lease shall impose on Landlord any duty or obligation to verify the existence or adequacy of the insurance coverage maintained by Construction Agent, nor shall Landlord be responsible for any representations or warranties made by or on behalf of Construction Agent to any insurance company or underwriter. Any failure on the part of Landlord to pursue or obtain the evidence of the insurance required by this Agreement from Construction Agent and/or failure of Landlord to point out any non-compliance of such evidence of insurance shall not constitute a waiver of any of the insurance requirements in this Agreement.

ARTICLE 3 THE LEASED PREMISES

3.1 Construction. Construction Agent shall cause the Land and the Improvements to be developed and constructed in compliance with all Legal Requirements, all Insurance Requirements and in all material respects, with all specifications and standards maintained by Construction Agent or its Affiliates for, or otherwise applicable to, similar properties owned or operated by Construction Agent or its Affiliates.

3.2 Amendments; Modifications.

(a) Subject to clause (b) below, Construction Agent may at any time revise, amend or modify the Plans and Specifications and the Construction Budget (and execute change orders under any Construction Document consistent therewith) without the consent of Landlord; provided, that any such revision, amendment or modification does not (x) result in the Final Completion Date of the Improvements occurring on or after the Outside Scheduled Completion Date, or (y) result in the total cost of the Leased Premises exceeding an amount equal to Maximum Improvements Amount that will not be funded by Construction Agent. Notwithstanding the foregoing, it is specifically understood and agreed that if at any time the total Construction Costs remaining to be expended exceed the unused portion of the Maximum Improvements Amount, Construction Agent shall promptly notify Landlord thereof and, Construction Agent shall not be entitled to any further advances under Article IV below until the Construction Budget is brought back into balance (i.e. the total Construction Costs remaining to be expended is less than or equal to the unused portion of the Maximum Improvements Amount); provided, however, if Construction Agent's senior unsecured long-term credit rating falls below the Required Credit Rating, then Construction Agent shall promptly (and in any case within fifteen (15) days) pay such excess to Escrow Agent for deposit in the Escrow Account, in which event Construction Agent shall continue to be entitled to additional advances under Article IV below.

(b) Construction Agent agrees that it will not implement any revision, amendment or modification to the Plans and Specifications if the aggregate effect of such revision, amendment or modification, when taken together with any previous or contemporaneous revision, amendment or modification to the Plans and Specifications, would (i) cause a reduction in value, use or utility of the Improvements unless such revision, amendment or modification is required by Legal Requirements, (ii) change the fundamental nature of the Improvements or (iii) violate any Legal Requirements.

3.3 Indemnity. Construction Agent agrees to assume liability for, and to indemnify, protect, defend, save and hold harmless each Indemnitee, from and against, any and all Claims that may be imposed on, incurred by or asserted or threatened to be asserted, against such Indemnitee, whether or not Indemnitee shall also be indemnified as to any such Claim by any other Person, in any way relating to or arising out of (i) the Base Building Plans and Specifications, the Initial Leasehold Improvements Plans and Specifications, the Development Agreement, the Base Building Architect Agreement, the Base Building General Contract Agreement, Initial Leasehold Improvements General Contract Agreement, the Interiors Architect Agreement or any of the Construction Documents; including, without limitation, any and all "owner" or "landlord" warranties provided for thereunder, (ii) the appointment of Construction Agent as Landlord's exclusive agent hereunder or Construction Agent's exercise of any authority granted under Section 2.4 of this Agreement, (iii) any other event, condition or circumstance within Construction Agent's control, (iv) fraud, misapplication of funds, illegal acts or willful misconduct on the part of Construction Agent or any agents of Construction Agent appointed in accordance with Section 2.5 of this Agreement, (v) any Bankruptcy Event of Default or (vi) the actual or alleged discharge, dispersal, release, storage, treatment, generation, disposal or escape of pollutants or other toxic or Hazardous Materials on, in, under, to or from the Leased Premises that either existed or occurred prior to the date hereof or that is within Construction Agent's control; it being understood that

Construction Agent shall have no obligation to indemnify the Indemnitees for any Claim to the extent resulting from any Indemnitee's gross negligence or willful misconduct. As used in clause (iii) of the foregoing sentence, the term "within Construction Agent's control" shall mean caused by or arising from any failure by Construction Agent to comply with any of its obligations in this Agreement, the Escrow Agreement or the Lease (including its insurance obligations and its obligation to secure the site), any representation or warranty by Construction Agent in this Agreement or the Lease being inaccurate, or any claim by any third party against Landlord based upon the action or inaction of or by Construction Agent.

3.4 Construction Force Majeure Events.

(a) If a Construction Force Majeure Event that results in, or could reasonably be expected to prevent Construction Agent from causing the Final Completion Date to occur prior to the Outside Scheduled Completion Date, Construction Agent shall provide Landlord with written notice thereof within ten (10) Business Days of Construction Agent's knowledge of the occurrence thereof (the "Construction Force Majeure Declaration"). Upon receipt of the Construction Force Majeure Declaration, Landlord and Construction Agent shall consult with each other as to what steps, if any, are to be taken to remediate such Construction Force Majeure Event, including consulting as to the appropriateness of an extension of the Outside Scheduled Completion Date. Construction Agent shall take all reasonable and practical steps to minimize the disruption of the construction process and all steps reasonably necessary to prevent further damage and delay arising from such Construction Force Majeure Event. Construction Agent shall be entitled to reimbursement from Landlord for any costs directly related to minimizing the disruption and to preventing further damage and delay of such Construction Force Majeure Event, but only to the extent such payment is provided for under any contingency line item under the Construction Budget and to be paid from the Maximum Improvements Amount. Construction Agent shall, within thirty (30) days of the delivery of the Construction Force Majeure Declaration, submit to Landlord a budget detailing Construction Agent's estimate of the costs that would be incurred in remediating such Construction Force Majeure Event and a schedule for effecting the same (the "Remediation Plan"). Any Remediation Plan (including an extension of the Outside Scheduled Completion Date) must adequately address the following, as determined in Landlord's reasonable discretion: (i) provide for the payment of all additional costs included in the Remediation Plan either (a) from contingency line items under the existing Construction Budget or (b) by Construction Agent, (ii) there shall be no increase in the Maximum Improvements Amount resulting therefrom and (iii) either (y) following the payment of such costs from the Maximum Improvements Amount, sufficient funds will remain available under the Construction Budget and Maximum Improvements Amount to complete the Improvements in accordance with the Plans and Specifications or (z) such costs shall be considered Cost Overruns and addressed in accordance with the terms of this Agreement. Within fifteen (15) Business Days after Landlord's receipt of the Remediation Plan and to the extent the Remediation Plan satisfies the foregoing conditions, Landlord, by written notice to Construction Agent, shall authorize Construction Agent's Remediation Plan.

(b) In addition to the forgoing, to the extent Construction Agent in its capacity as Tenant under the Lease is entitled to receive any "Net Award" or "Net Proceeds" (each as defined in the Lease), Landlord shall make such Net Award or Net Proceeds available to Construction Agent in accordance with the terms of the Lease, for application under Construction Agent's Remediation Plan pursuant to Section 3.4(a) above to the extent any Condemnation or casualty results in a Construction Force Majeure Event.

ARTICLE 4
ADVANCES, RECONCILIATION AND RENT DETERMINATION

4.1 Application for Advances. Construction Agent may make one (1) application per month for the reimbursement (each, an "Application for Payment") of Construction Costs incurred and actually paid by Construction Agent in connection with Work, including, but not limited to, fees and costs to obtain governmental permits, licenses, consents, approvals, entitlements and other authorizations, including costs for bonds issued to governmental agencies, and all construction costs, and any other legal or construction professionals employed in connection with the Improvements. Each Application for Payment shall be in the form required under the Escrow Agreement, and made in accordance with the terms of the Escrow Agreement.

4.2 Payment of Advances.

(a) On the date hereof, in connection with the acquisition of the Land, Landlord shall advance (i) Twenty-Seven Million Five Hundred Thousand and No/100 Dollars (\$27,500,000.00) in cash, to Construction Agent as the purchase price for the Land, (ii) Three Million Two Hundred Twenty-Five Thousand Five Hundred Twenty-Three and 00/100 Dollars (\$3,225,523.00) in cash, to Construction Agent for certain transaction costs related to the transfer of the Land to Landlord, and (iii) Forty-One Million One Hundred Ninety-Five Thousand Nine Hundred Eighty-Seven and 03/100 Dollars (\$41,195,987.03) in cash, to Construction Agent as reimbursement for certain Construction Costs incurred on or prior to the date hereof (collectively, the "Acquisition Advance"), which Acquisition Advance shall be funded directly to the title company or closing agent coordinating the closing of the Land.

(b) On the date hereof, in connection with the closing of the transaction, including the execution of this Lease, Landlord shall advance to the title company or closing agent coordinating the closing of the Land, Four Million Sixty-Seven Thousand Ninety-Five and 50/100 Dollars (\$4,067,095.50) in cash, which amount shall be used by the title company or closing agent to pay various transaction costs related to such transaction, as identified on the settlement statement approved by Tenant and Landlord (the "Transaction Cost Advance").

(c) On the date hereof, in connection with the closing of the Financing, Landlord shall advance Nine Million Four Hundred Five Thousand Three Hundred Seventy-Six and 49/100 Dollars (\$9,405,376.49) (the "Initial Escrow Funding") in cash, by wire transfer directly into an escrow account (the "Escrow Account") with the Escrow Agent, which amount is to be held and disbursed in accordance with the term and provisions of the Escrow Agreement.

(d) On February 10, 2020, subject to compliance with Section 4.2(f) (the "Subsequent Funding Date"), Landlord shall advance an amount equal to the Landlord MIA Advance (with the parties acknowledging that such amount has been adjusted to account for the Landlord MIA Advance Adjustment) less the Acquisition Advance and the Initial Escrow Funding (the "Subsequent Escrow Funding") in cash, by wire transfer directly into the Escrow Account, which amount is to be held and disbursed in accordance with the term and provisions of the Escrow Agreement. The Landlord MIA Advance shall not be adjusted to account for amounts previously advanced under Section 4.2(b) as a Transaction Cost Advance, and any Transaction Cost Advance shall not be included within the definition of Project Actual Cost.

(e) All amounts that are delivered to Escrow Agent (the "Escrow Funds") by Landlord and/or Construction Agent are to be held and disbursed in accordance with the terms of the Escrow Agreement.

(f) In the event Construction Agent delivers to Landlord a Landlord MIA Advance Request pursuant to the terms of Section 2.1, then on or before February 4, 2020, Landlord shall provide Tenant with an updated Exhibit B and Schedule A to the Lease, as applicable, reflecting the adjusted Basic Rent schedule and revised Termination Values under the Lease, as calculated using the methodology set forth on Schedule 4.2 attached hereto, and on or before February 6, 2020, Landlord and Tenant shall execute an amendment to the Lease substituting such updated Exhibit B and Schedule A to the Lease (the "Subsequent Funding Lease Amendment").

4.3 Tenant's Prepayment Option and Final Rent Determination.

(a) Prepayment Option. On or before November 15, 2022 (the "Prepayment Determination Date"), Construction Agent shall have an option (the "Prepayment Option") to cause Landlord to prepay a portion of the Financing on December 10, 2022 in an amount specified by Tenant and to be paid by Escrow Agent from Escrow Funds held in the Escrow Agreement (the "Prepayment Advance"). In the event Construction Agent elects to cause a Prepayment Advance pursuant to this Section 4.3(a),

(i) An amount equal to one and one hundredths percent (1.01%) of the Prepayment Advance shall be paid to Landlord by Escrow Agent as a return on of its equity investment.

(ii) The Prepayment Advance shall not exceed the lesser of (A) an amount equal to six percent (6%) of the Landlord MIA Advance (B) the then current balance of the Escrow Funds held by Escrow Agent under the Escrow Agreement, less the amount to be paid under 4.3(a)(i) above, and (C) an amount equal to the difference between the Landlord MIA Advance, as adjusted by the Landlord MIA Advance Adjustment as of February 10, 2020 less \$611,500,000.00, such that in no event shall the Landlord MIA Advance, as reduced by the Prepayment Advance, be less than \$611,500,000.

(iii) In order to exercise the Prepayment Option, Construction Agent shall deliver written notice of such election (the "Prepayment Notice") to Landlord and Escrow Agent on or before the Prepayment Determination Date. In connection with the delivery of the Prepayment Notice on or before the Prepayment Determination Date, Escrow Agent shall advance to Lender from the Escrow Funds the Prepayment Advance, which funds shall prepay a portion of the Financing at par (without payment of any prepayment penalty or premium); and

(iv) In connection with any such prepayment pursuant to this Section 4.3(a), the final Landlord MIA Advance ("Final Landlord MIA Advance") shall equal the Landlord MIA Advance as determined on February 10, 2020, less the Prepayment Advance.

(b) Final Determination of Basic Rent and Termination Values. In the event Construction Agent exercises the Prepayment Option by delivering the Prepayment Notice to Landlord and Escrow Agent on or before the Prepayment Determination Date, Landlord shall provide Tenant with an updated Exhibit B and Schedule A to the Lease reflecting the adjusted Basic Rent schedule and revised Termination Values, as applicable, under the Lease, as calculated using the methodology set forth on Schedule 4.3 attached hereto. Within ten (10) Business Days after the Rent Commencement Date, Landlord and Construction Agent shall execute an amendment to the Lease (x) substituting an updated Exhibit B and Schedule A to the Lease reflecting the Basic Rent as determined pursuant to this Section 4.3(b), and (y) substituting an updated Schedule A to the Lease reflecting the adjusted Basic Rent and revised Termination Values under the Lease.

(c) Unused Amount. If following the Final Completion Date and payment in full of all Construction Costs and the payment of any Prepayment Advance pursuant to Section 4.3(a), any surplus funds remain on deposit with the Escrow Agent under the terms of the Escrow (the "Unused Amount"), then commencing on the Final Completion Date, the Unused Amount shall be disbursed as directed by Construction Agent in Construction Agent's sole discretion.

(d) Cost Overruns. Construction Agent shall promptly pay for any Cost Overruns. Consistent with the terms of Section 3.2(a), in the event a Cost Overrun exists, Construction Agent shall not be entitled to any further advances under this Article IV or under the Escrow Agreement, until the Construction Budget is brought back into balance; provided, however, if at such time any Cost Overruns exist, Construction Agent's senior unsecured long-term credit rating falls below the Required Credit Rating, then Construction Agent shall promptly (and in any case within fifteen (15) days) pay an amount equal to such Cost Overruns to Escrow Agent for deposit in the Escrow Account.

4.4 Deliveries on the Final Completion Date. Not later than fifteen (15) days before the anticipated Final Completion Date, Construction Agent shall deliver to Landlord and Escrow Agent, those items required under Section 10 of the Escrow Agreement.

4.5 Loan Escrow and Security Agreement. Landlord and Construction Agent agree that so long as no Agency Agreement Event of Default exists and is continuing, Landlord shall cause all interest earned on the Debt Service Escrow Account (as defined in the Loan Escrow and Security Agreement) under the terms of the Loan Escrow and Security Agreement, from the date of this Agreement through December 10, 2022, to be paid monthly to Construction Agent.

**ARTICLE 5
EVENTS OF DEFAULT**

5.1 Events of Default. If any one (1) or more of the following events (each an "Agency Agreement Event of Default") shall occur:

(a) Construction Agent fails to apply any funds paid by Landlord to Construction Agent or drawn from the Escrow Account in a manner consistent with the requirements of this Agreement for the payment of Construction Costs;

(b) (i) Construction Agent fails to obtain a building permit for the Base Building Improvements and commence construction of the Base Building Improvements within sixty (60) days of the date hereof, (ii) the Final Completion Date shall fail to occur for any reason on or prior to the Outside Scheduled Completion Date (and in any case, regardless of any Force Majeure or casualty, by January 1, 2026), or (iii) Construction Agent shall abandon or permanently discontinue the construction and development of the Improvements (which abandonment or permanent discontinuance shall be deemed to have occurred if no work at the Improvements is undertaken or completed during a continuous period of sixty (60) days or more, or following the expiration or resolution of any Construction Force Majeure Event, in the event such expiration or resolution is beyond such sixty (60) day period);

(c) any Event of Default (as defined in the Lease) shall have occurred; or

(d) Construction Agent shall materially breach any of its representations or warranties under this Agreement (which are not also provided for under the Lease) or shall fail to observe or perform in any material respect any term, covenant or condition of this Agreement other than as set forth or addressed in paragraph (a), (b) or (c) of this Section 5.1 and such failure to observe or perform any such term, covenant or condition shall continue for more than thirty (30) days after Construction Agent becomes aware or has received notice thereof, or if such default is of such a nature that it cannot reasonably be cured within such thirty (30) days, such period shall be extended for an additional period of ninety (90) days (for a total cure period of no more than one hundred twenty (120) days after written notice by Landlord to Construction Agent specifying the applicable failure; unless such default is of a nature that cannot be reasonably cured within such one hundred twenty (120) day period and involves governmental oversight and/or approvals pursuant to Legal Requirements, in which event such period shall be extended for so long as necessary in order for Construction Agent to obtain such governmental approvals within applicable cure periods imposed by Legal Requirements); provided that Construction Agent has commenced to cure such default within said period of thirty (30) days and is actively, diligently and in good faith proceeding with continuity to remedy such default;

then, in any such event, Landlord may, upon notice to Construction Agent, declare an Agency Agreement Event of Default, in which case, Landlord shall have the remedies set forth in Section 5.3 below.

5.2 Damages. The termination of this Agreement pursuant to Section 5.3 shall in no event relieve Construction Agent of its indemnity obligations hereunder or its obligations under Section 5.3, all of which shall survive any such termination. In addition, notwithstanding anything to the contrary set forth in this Agreement, Landlord shall be entitled to recover any costs and expenses, including reasonable attorneys' fees, incurred by Landlord in connection with enforcing this Agreement against Construction Agent subject, however, to the provisions of Section 5.3(a) below.

5.3 Remedies; Remedies Cumulative.

(a) If an Agency Agreement Event of Default shall have occurred and be continuing, Landlord shall have all rights available to Landlord under the Lease and this Agreement and all other rights otherwise available at law, equity or otherwise provided, however, in no event shall this Agreement terminate unless and until Construction Agent receives at least ten (10) days' written notice thereof, unless a Bankruptcy Event of Default has occurred, in which case no such notice shall be required.

(b) Upon the declaration of an Agency Agreement Event of Default by Landlord or if Landlord otherwise notifies Construction Agent of its intention to terminate this Agreement and until the date that this Agreement is scheduled to be terminated pursuant to a termination notice issued by Landlord, Construction Agent shall purchase the Leased Premises for an amount equal to the Default Purchase Price (as defined in the Lease) (and in such event, this Agreement shall not terminate but shall continue until the closing of the transfer of the Leased Premises to Construction Agent as provided below). On the date specified in the notice of such exercise, which date shall be a Business Day occurring not more than thirty (30) days after the date of such notice, (i) Landlord shall, upon receipt of the Default Purchase Price, transfer and convey to Construction Agent (at the cost of Construction Agent) all right, title and interest of Landlord in and to the Leased Premises, on an "as-is basis" pursuant to the Purchase Procedures (as defined in the Lease), (ii) Landlord shall execute a statement of termination of this Agreement and the Lease and shall cause Lender and/or Trustee to deliver a release of the Liens in favor of Lender and/or Trustee and termination statements for any financing statements which are then of record naming Lender and/or Trustee as secured party, (iii) Construction Agent hereby covenants and agrees that it will accept such transfer and conveyance of Landlord's right, title and interest in and to the Leased Premises and shall assume all of Landlord's obligations, if any, under the Construction Documents and (iv) any and all funds in the Escrow Account shall be returned to Landlord and Landlord shall direct the Trustee to deliver to Construction Agent any casualty insurance proceeds with respect to the Leased Premises then held by the Trustee (net of any expenses or other amounts then due to the Trustee).

**ARTICLE 6
LANDLORD'S RIGHTS**

6.1 Assignment of Landlord's Rights. Construction Agent and Landlord hereby acknowledge and agree that certain rights and powers of Landlord under this Agreement may be assigned to Lender, including rights to receive payments.

6.2 Landlord's Right to Cure Construction Agent's Defaults. Landlord, without waiving or releasing any obligation or Agency Agreement Event of Default, may (but shall be under no obligation to) remedy any Agency Agreement Event of Default. All out of pocket costs and expenses so incurred (including, without limitation, all reasonable fees and expenses of Landlord's and Lender's counsel), together with interest thereon at the Default Rate from the date on which such sums or expenses are paid by Landlord, shall constitute Construction Costs and shall be included in the Project Actual Cost.

**ARTICLE 7
MISCELLANEOUS**

7.1 Notices. All notices required or permitted to be given under this Agreement shall be in writing and delivered as provided in the Lease.

7.2 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Landlord, Construction Agent and their respective successors and the assigns. Construction Agent may not assign this Agreement or any of its rights or obligations hereunder or with respect to the Leased Premises in whole or in part to any Person without the prior written consent of Lender and Landlord.

7.3 GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED, INTERPRETED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NORTH CAROLINA, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

7.4 Amendments and Waivers. This Agreement may not be terminated, amended, supplemented, waived or modified except with the written consent of Construction Agent, Landlord and Lender.

7.5 Tenancy-In-Common. Each of the entities comprising Landlord respectively acknowledge that all of such entities comprising Landlord are jointly and severally liable for the performance and satisfaction of all obligations of Landlord as set forth herein. Pursuant to that certain Tenancy-In-Common Agreement dated of even date herewith by and among CGA TIC 1, CGA TIC 2 and CK TIC (the "TIC Agreement"), each entity comprising Landlord has appointed CK TIC to act on its behalf as its agent under the TIC Agreement and authorizes CK TIC to take such actions on its behalf and to exercise such powers delegated to CK TIC by the terms of the TIC Agreement, together with such actions and powers incidental thereto. Construction Agent shall be entitled to rely on any and all communications or acts of CK TIC with respect to the exercise of any rights or the granting of any consent, waiver or approval on behalf of the entities comprising

Landlord in all circumstances where an action by Landlord is required or permitted pursuant to this Agreement without the right or necessity of making any inquiry of any individual entity comprising Landlord as to the authority of CK TIC with respect to such matter.

7.6 Counterparts. This Agreement may be executed in any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

7.7 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

7.8 Headings and Table of Contents. The headings and table of contents contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

7.9 WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT ALLOWED BY LEGAL REQUIREMENTS, LANDLORD AND CONSTRUCTION AGENT IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND ANY COUNTERCLAIM THEREUNDER.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

DUKE ENERGY CAROLINAS, LLC,
as Construction Agent

By: /s/John L. Sullivan, III
Name: John L. Sullivan, III
Title: Assistant Treasurer

CONSTRUCTION AGENCY AGREEMENT

LANDLORD:

CGA 525 SOUTH TRYON TIC 1, LLC,
a Delaware limited liability company

By: /s/ W. Kyle Gore
Name: W. Kyle Gore
Title: Authorized Officer

CGA 525 SOUTH TRYON TIC 2, LLC,
a Delaware limited liability company

By: /s/ W. Kyle Gore
Name: W. Kyle Gore
Title: Authorized Officer

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

CONSTRUCTION AGENCY AGREEMENT

CK 525 SOUTH TRYON TIC, LLC,
a Delaware limited liability company

By: /s/ Thomas C. Coyle, Jr.
Name: Thomas C. Coyle, Jr.
Title: Authorized Officer

[signature pages end]

CONSTRUCTION AGENCY AGREEMENT

EXHIBIT A

FORM OF ASSIGNMENT OF CONSTRUCTION CONTRACT

WITH

CONSENT AND AGREEMENT TO COMPLETE BY CONTRACTOR

THIS ASSIGNMENT OF CONSTRUCTION CONTRACT WITH CONSENT AND AGREEMENT TO COMPLETE BY CONTRACTOR (this "**Assignment and Agreement**") is made and entered into as of the [] day of [], 20[] (the "**Effective Date**") by and among (i) **CGA 525 SOUTH TRYON TIC 1, LLC**, a Delaware limited liability company, **CGA 525 SOUTH TRYON TIC 2, LLC**, a Delaware limited liability company and **CK 525 SOUTH TRYON TIC, LLC**, a Delaware limited liability company (jointly, severally, individually and collectively, ("**Borrower**"), (ii) **CK METRO, LLC**, a North Carolina limited liability company (the "**Developer**"), (iii) **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company ("**Construction Agent**") (iv) [] (the "**Contractor**"), and (v) **CGA MORTGAGE CAPITAL, LLC**, a Maryland limited liability company, in its capacity as the lender with respect to the Project (as hereinafter defined) (together with its successors and assigns, the "**Lender**").

RECITALS

A. Borrower, as landlord, and Construction Agent, as tenant, have entered into that certain Lease Agreement dated as of December 23, 2019 with respect to the Property (as hereinafter defined) (the "**Lease**").

B. Borrower has appointed Construction Agent as its sole and exclusive agent in connection with the development and construction of the improvements on the Land in substantial accordance with the Plans and Specifications pursuant to that certain Construction Agency Agreement by and between Borrower and Construction Agent dated December 23, 2019 (as the same may be amended, restated, replaced or otherwise modified from time to time, the "**Construction Agency Agreement**").

C. Construction Agent has retained Developer to perform certain development services with respect to the Project pursuant to that certain Amended and Restated Development Agreement dated December 23, 2019 (the "**Development Agreement**"), under which Developer shall cause and oversee development of the Project, all as more specifically set forth in the Development Agreement.

D. The Contractor and the Developer (acting on behalf of the Construction Agent pursuant to the Development Agreement) entered into that certain [Contract] dated as of _____, 20__ (as amended or otherwise modified from time to time, the "**Contract**"). A copy of the Contract is attached hereto as Exhibit A. By the terms of the Contract, the Contractor has agreed to serve as the [contractor] for the construction of certain [base building/initial leasehold] improvements consisting generally of a 945,000 (+/-) rentable square foot "Class A" office tower,

390,000 (+/-) square foot structured parking garage, and certain other improvements, all as more particularly described therein (the "**Project**"). The Project is to be constructed in accordance with plans and specifications prepared by TVS-Design and Gensler (the "**Plans and Specifications**"). A schedule of the Plans and Specifications is attached hereto as **Exhibit B**.

E. Lender made a loan (the "**Loan**") to Borrower, pursuant to the terms of a Loan Agreement dated on or about the Effective Date between Borrower and Lender (which Loan Agreement, together with each replacement or substitution therefor, and as such Loan Agreement or any replacement or substitution therefor may have been or may from time to time be assigned, extended, renewed, amended, restated, supplemented or otherwise modified, is herein called the "**Loan Agreement**"). The Loan is evidenced by a Promissory Note from Borrower, dated on or about the Effective Date, payable to the order of Lender in the amount of the Loan (which Promissory Note, together with each replacement or substitution therefor, and as such Promissory Note or any replacement or substitution therefor may have been or may from time to time be assigned, extended, renewed, amended, restated, supplemented or otherwise modified, is herein called the "**Note**").

F. Borrower's obligations with respect to the Loan are secured by a Construction Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated on or about the Effective Date from Borrower for the benefit of Lender (which Construction Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing, together with each replacement or substitution therefor, and as such Construction Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing or any replacement or substitution therefor may have been or may from time to time be assigned, extended, renewed, amended, restated, supplemented or otherwise modified, is herein called the "**Indenture**") covering Borrower's right, title and interest in certain real property located in the County of Mecklenburg, North Carolina, together with any and all improvements now or hereafter located thereon, as more particularly described in the Indenture (hereinafter the "**Property**"). Any and all documents executed in connection with the Loan, including the Note, the Loan Agreement and the Indenture, as the same may have been or may from time to time be assigned, extended, renewed, amended, restated, supplemented or otherwise modified, shall hereinafter collectively be referred to as the "**Loan Documents**".

G. Pursuant to the Construction Agency Agreement, Construction Agent desires to assign to Borrower all of Construction Agent's right, title and interest in, to and under the Contract and, in connection with the Loan having been made to Borrower, Lender has required that Borrower assign such rights, title and interest to Lender as collateral security for Borrower's obligations under the Loan Agreement (the "**Obligations**").

H. In connection with the Loan having been made to Borrower, Lender has required that Developer and the Contractor execute and deliver this Assignment and Agreement.

NOW, THEREFORE, in consideration of the mutual terms, covenants, conditions and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, and intending to be mutually bound, Borrower, Construction Agent, Developer, Contractor and Lender hereby covenant and agree as follows:

AGREEMENT

1. Assignment to Borrower and Acknowledgement. Construction Agent hereby assigns to Borrower and its successors and assigns all of Construction Agent's right, title and interest in, to and under (but not Construction Agent's obligations with respect to) the Contract. The Contractor and Developer hereby acknowledge, agree to, and consent to the foregoing assignment to Borrower, and all further assignments to Borrower's successors and assigns.

2. Assignment to Lender and Acknowledgement. Borrower hereby collaterally assigns to Lender and its successors and assigns all of Borrower's right, title and interest in, to and under (but not Borrower's obligations with respect to) the Contract. The Contractor hereby acknowledges, agrees to, and consents to the foregoing assignment to Lender, and all further assignments to Lender's successors and assigns.

3. Representations, Warranties and Covenants of Developer. Developer hereby represents and warrants to Lender that, as of the date hereof, (a) Developer has not given or received any notice of any default by Developer, the Contractor or any other party to the Contract in performing any of their respective obligations under the Contract and, to Developer's knowledge, neither Developer nor any such other party is in default in performing such obligations, (b) Developer has not heretofore assigned, transferred or encumbered any or all of its rights under the Contract, (c) the Contract has not been amended or otherwise modified in any manner, and is in full force and effect, (d) no consent by any party to the Contract (except for the consent of the Contractor as provided herein) is necessary for this Assignment and Agreement to be effective, and (e) the copy of the Contract attached hereto as Exhibit A is true and complete.

4. Representations and Warranties of Contractor. Contractor hereby represents and warrants to Lender that, as of the date hereof, (a) Contractor has not given or received any notice of any default by Developer or any other party to the Contract in performing its obligations under the Contract and, to Contractor's knowledge, neither Developer nor any such other party is in default in performing such obligations, (b) Contractor has not heretofore assigned, transferred or encumbered any or all of its rights under the Contract, (c) the Contract has not been amended or otherwise modified in any manner, and is in full force and effect, (d) no consent by any party to the Contract (except for the consent of Contractor as provided herein) is necessary for this Assignment and Agreement to be effective, and (e) the copy of the Contract attached hereto as Exhibit A is true and complete.

5. Developer's Exercise of Rights. Except when an Event of Default (as defined in the Construction Escrow Agreement (as hereinafter defined)) exists, Developer may exercise all of the rights held by it under the Contract, as if this Assignment and Agreement had not been made.

6. No Obligation of Lender to Perform. Lender shall not be obligated to perform or discharge any of Developer's obligations under the Contract.

7. Effectiveness of this Assignment and Agreement. On payment in full of the indebtedness secured by the Indenture, and on Borrower's performance in full of all of its other obligations under the Loan Documents, the assignment from Borrower to Lender herein shall be

void; provided, however, that an affidavit, certificate or letter of any officer, agent or attorney of Lender stating that any of such principal, interest or other sums remains unpaid, or that any such other obligation remains unperformed, shall be conclusive evidence of the validity and continuing force and effectiveness of this Assignment and Agreement, and any person shall be entitled to rely thereon. Contractor hereby authorizes and directs each other party to the Contract, upon such party's receipt of a written notice to such effect from Lender, to perform all of such parties' obligations under the Contract for, on behalf of, and at the direction of, Lender.

8. Nonwaiver by Lender. Nothing in this Assignment and Agreement, and no action taken or omitted by Lender pursuant to the provisions hereof, shall be deemed in any way to constitute a waiver by Lender of any of its rights under the Loan Documents, and this Assignment and Agreement is made and accepted without prejudice to any of such rights.

9. Foreclosure. On any foreclosure of Borrower's rights in and to the Property under the Indenture, or conveyance of the Property by Borrower in lieu of such foreclosure, Developer's entire right, title and interest in and to the Contract shall, at Lender's option, vest absolutely in Lender as if it were the purchaser of the Property at such foreclosure.

10. Conflict. The Contractor hereby acknowledges that it has received a copy of the Construction Escrow Agreement (as hereinafter defined). The Contractor acknowledges that the Construction Escrow Agreement provides for the substantial involvement of Lender, Construction Monitor (as defined in the Construction Escrow Agreement) and Servicer (as defined in the Construction Escrow Agreement) and their consultants in the construction administration process. The Contractor hereby acknowledges and agrees that in the event of a conflict between any of the terms, conditions or provisions of the Contract and the terms, conditions and provisions of the Construction Escrow Agreement, including, without limitation, the time frames and prerequisites for payment set forth in the Construction Escrow Agreement and the requirement in the Construction Escrow Agreement that the Contractor deliver draw requests in the form required by Lender on AIA forms G702 and G703, the Construction Escrow Agreement shall control.

11. Review and Approval of Plans and Specifications. The Contractor represents and warrants that it has reviewed and is familiar with the Plans and Specifications in all respects.

12. Completion of Project upon Default under Loan. Upon any default under the Lease or under any Loan Document, followed by Lender's written notice to the Contractor that an Event of Default exists thereunder and that Lender intends to proceed to cause completion of the construction of the Project under the Contract, the Contractor shall continue to construct the Project in accordance with the Contract and the Plans and Specifications, provided that Lender advances or causes to be advanced to the Contractor the contract sum set forth in the Contract in the manner set forth therein (i) for work performed by the Contractor prior to the date of such notice; provided however, Lender shall have no obligation to advance to the Contractor any sum for work performed if funds for such services have previously been disbursed to Developer or the Contractor pursuant to that certain Construction Escrow and Security Agreement dated on or about the Effective Date by and among Borrower, Lender, Construction Agent and the Construction Escrow Agent identified therein (as the same may have been or may hereafter from time to time be assigned, extended, renewed, amended, restated, supplemented or otherwise modified, the "**Construction**

Escrow Agreement"); and (ii) for work performed for Lender or its designee after the date of such notice. In the event that Lender for any reason becomes the holder of Developer's rights or interests in and to the Contract, the Contractor hereby consents to Lender's use of the Plans and Specifications for all purposes in connection with the construction and completion of the Project.

13. Certification and Agreement of Contractor.

(i) The Contractor hereby agrees that:

1. The Contractor shall not, without Lender's prior written consent, enter into, or permit to become effective, any of the following: (A) any modification to the Plans and Specifications that requires Lender's consent under the Construction Escrow Agreement; (B) any decrease in the construction budget for the Project; or (C) any change order which (I) reduces the fair market value of the proposed Project, (II) decreases the overall square footage of the Project, or (III) decreases the proposed number of parking spaces for the Project below the number of parking spaces required under applicable law for Construction Agent's intended use under the Lease; and

2. Any change order or other such change entered into without Lender's prior written consent (when such consent is required pursuant to subparagraph (i) above) shall not be enforceable by the Contractor against Lender if Lender succeeds to Borrower's interest in the Property.

(ii) The Contractor hereby certifies that no consent or approval of any other party is required in connection with the Contractor's execution, delivery and performance of this Assignment and Agreement, the Contractor's execution, delivery and performance of this Assignment and Agreement has been duly authorized by all necessary action by or on behalf of the Contractor, and this Assignment and Agreement is valid and binding against the Contractor, enforceable in accordance with its terms.

14. Developer Solely Liable for Payment and Performance under the Contract. The Contractor acknowledges that Developer is solely and absolutely liable for performing any and all obligations and paying any and all amounts due to the Contractor under the Contract, and that neither Lender nor Borrower shall have any liability for performing any such obligation or paying any such amount (except for payment due to the Contractor as a result of Lender's request to the Contractor to complete the Project as provided in Section 12 above).

15. Books and Records. The Contractor agrees and undertakes to make available for inspection by Developer's and Lender's duly authorized officers, agents and designees during reasonable business hours, at the Contractor's office, all books and records in the Contractor's control or possession relating in any way to the construction of the Project. The Contractor further agrees to provide such officers, agents and designees, upon request, copies of any of the foregoing at the cost of reproducing such copies.

16. Lender Reliance. The Contractor acknowledges that Lender is relying upon the covenants, representations, warranties and agreements of the Contractor set forth in this Assignment and Agreement.

17. General.

(a) Amendment. This Assignment and Agreement may be amended by and only by an instrument executed and delivered by each party hereto, including their respective successors and assigns.

(b) Waiver. No party hereto shall be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing (and, without limiting the generality of the foregoing, no delay or omission by any party hereto in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made in any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right.

(c) Applicable Law. Notwithstanding the execution of this Assignment and Agreement in another jurisdiction, this Assignment and Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of New York as the same are in effect from time to time (excluding application of any principle of conflict-of-laws which would direct the application of the law of any other jurisdiction). Developer, Contractor, Borrower and Lender consent to any action or proceeding arising hereunder being brought in the courts of the State and county of New York; provided, however, that if any such action or proceeding arises under the Constitution, laws or treaties of the United States of America, or if there is a diversity of citizenship between the parties thereto, so that it is to be brought in a United States District Court, the parties consent to such action being brought in the United States District Court for the Southern District of New York or any successor federal court having original jurisdiction.

(d) Headings. The headings of the sections, subsections, paragraphs and subparagraphs hereof are provided herein for and only for convenience of reference, and shall not be considered in construing their contents.

(e) Construction. As used herein, all references made (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, (c) to any section, subsection, paragraph or subparagraph shall, unless therein expressly indicated to the contrary, be deemed to have been made to such section, subsection, paragraph or subparagraph of this Assignment and Agreement, and (d) to "Developer", "Contractor" or "Lender" shall be deemed to refer to the persons hereinabove so named and their respective, successors and assigns.

(f) Exhibits. Each writing or plat referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto is hereby made a part hereof.

(g) Assignment. This Assignment and Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns hereunder.

(h) Severability. No determination by any court, governmental body or otherwise that any provision of this Assignment and Agreement or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other provision thereof, or (b) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

(i) Notices. All communications herein provided for or made pursuant hereto shall be in writing and shall be sent by (i) registered or certified mail, return receipt requested, and the giving of such communication shall be deemed complete on the third business day after the same is deposited in a United States Post Office with postage charges prepaid, (ii) reputable overnight delivery service with acknowledgment receipt returned, and the giving of such communication shall be deemed complete on the immediately succeeding business day after the same is timely deposited with such delivery service, or (iii) hand delivery by reputable delivery service:

If to Developer:

[_____

Attention: _____]

With copies to:

[_____

Attention: _____]

If to the Contractor:

[_____

Attention: _____]

If to the Borrower:

[_____

Attention: _____]

If to Lender:

CGA Mortgage Capital, LLC
9475 Deereco Road, Suite 300
Timonium, Maryland 21093
Attention: Richard A. Jacobs
W. Kyle Gore
with a copy concurrently to:

Wilmington Trust, National Association, as trustee for the registered certificate holders, from time to time, of the
CGA Capital Credit Lease-Backed Pass-Through Trust, Series 2019-CTL-18
c/o Corporate Trust Administration
25 South Charles Street, 11th Floor
Baltimore, Maryland 21201

and

CGA Servicing, LLC
9475 Deereco Road, Suite 300
Timonium, Maryland 21093
Attention: Richard A. Jacobs
W. Kyle Gore

Any party may change the address where notices are to be sent by giving each of the other parties ten (10) days' prior written notice of such change.

(j) Counterparts. This Assignment and Agreement may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

CK 525 SOUTH TRYON TIC, LLC,
a Delaware limited liability company

By: _____
Name: Thomas C. Coyle, Jr.
Title: Authorized Officer

IN WITNESS WHEREOF, Developer has executed this Assignment of Construction Contract with Consent and Agreement to Complete by Contractor as of the day and year first above written.

DEVELOPER:

CK METRO, LLC, a North Carolina limited liability company

Name: _____
Title: _____

By: _____ (SEAL)

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Contractor has executed this Assignment of Construction Contract with Consent and Agreement to Complete by Contractor as of the day and year first above written.

CONSTRUCTION AGENT:

DUKE ENERGY CAROLINAS, LLC, a North Carolina limited liability company

Name: _____
Title: _____

By: _____ (SEAL)

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Contractor has executed this Assignment of Construction Contract with Consent and Agreement to Complete by Contractor as of the day and year first above written.

CONTRACTOR:

[_____],
a [_____]

Name: _____
Title: _____

By: _____ (SEAL)

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Lender has executed this Assignment of Construction Contract with Consent and Agreement to Complete by Contractor as of the day and year above written.

LENDER:

CGA MORTGAGE CAPITAL, LLC, a Maryland limited liability company

By: _____ (SEAL)

Name: W. Kyle Gore
Title: Authorized Person

Exhibit A to Assignment of Construction Contract

[Copy of Contract]

[TO BE ATTACHED]

Exhibit B to Assignment of Construction Contract

[Schedule of Plans and Specifications]

[TO BE ATTACHED]

EXHIBIT B
Construction Budget

Expense Area	Division	Account	Account Design	ENR Mid-Point	ENR Cost	EL	IT/Telecom	Audio/Visual	SPS	Other Expenses	Other Labor	Other	AV/UC	Contingency	Spent 2019-2020	Estimate 2020-2021
MONTH / YEAR																
2021 - 2021																
Project Total																
1/20/21	JAN															
2/20/21	FEB															
3/20/21	MAR															
4/20/21	APR															
5/20/21	MAY															
6/20/21	JUN															
7/20/21	JUL															
8/20/21	AUG															
9/20/21	SEP															
10/20/21	OCT															
11/20/21	NOV															
12/20/21	DEC															
TOTAL 2021																
2022 - 2022																
1/21/22	JAN															
2/21/22	FEB															
3/21/22	MAR															
4/21/22	APR															
5/21/22	MAY															
6/21/22	JUN															
7/21/22	JUL															
8/21/22	AUG															
9/21/22	SEP															
10/21/22	OCT															
11/21/22	NOV															
12/21/22	DEC															
TOTAL 2022																
2023 - 2023																
1/22/23	JAN															
2/22/23	FEB															
3/22/23	MAR															
4/22/23	APR															
5/22/23	MAY															
6/22/23	JUN															
7/22/23	JUL															
8/22/23	AUG															
9/22/23	SEP															
10/22/23	OCT															
11/22/23	NOV															
12/22/23	DEC															
TOTAL 2023																
Grand Total																

EXHIBIT C

Form of Escrow Agreement

SEE ATTACHED

Schedule 4.2

Subsequent Funding Date - Basic Rent and Termination
Values Calculation

The calculation of the adjusted Basic Rent and Termination Values under Section 4.2 of the Agreement schedule shall:

1. be sufficient to fully amortize the then-outstanding principal balance of the Financing down to the Put Option Price (as defined in the Lease) as of December 31, 2052, assuming the Financing monthly equivalent gross coupon equals 3.664% (using a 30-day month and 360 day year convention);
2. assume an increase of 2% per year, commencing on January 1, 2024 and continuing every year thereafter;
3. reflect an Landlord equity investment equal to 1% of the Landlord MIA Advance (as adjusted under Section 2.1, to the extent applicable);
4. include payment on each Basic Rent Payment Date of the servicing and asset management fees set forth below; and
5. be sufficient to fully fund, in addition to the Landlord MIA Advance, a debt service escrow account required to be established under the Financing in an amount equal to the interest due and payable under the Financing from February 10, 2020 through and including December 10, 2022.

Below is an illustrative example of the adjusted Basic Rent and Termination Values as calculated in consideration of items a through e above, which reflects the (1) initial \$652,000,000 Landlord MIA Advance and no subsequent changes, and (2) a hypothetical Landlord MIA Advance Adjustment of \$23,000,000 such that the adjusted Landlord MIA Advance equals \$675,000,000 on February 10, 2020 and no subsequent change.

Servicing and Asset Management fees will be shown on the schedules and will not change based on any Landlord MIA Adjustments.

Schedule 4.3

Final Determination of Basic Rent and Termination Values

The calculation of the adjusted Basic Rent and Termination Values under Section 4.3 of the Agreement schedule shall:

1. be sufficient to fully amortize the then-outstanding principal balance of the Financing down to the Put Option Price (as defined in the Lease) as of December 31, 2052, assuming the Financing monthly equivalent gross coupon equals 3.664% (using a 30-day month and 360 day year convention);
2. assume an increase of 2% per year, commencing on January 1, 2024 and continuing every year thereafter;
3. reflect an Landlord equity investment equal to 1% of the Landlord MIA Advance (as adjusted under Section 2.1, to the extent applicable); and
4. include payment on each Basic Rent Payment Date of the servicing and asset management fees set forth below.

Below is an illustrative example of the adjusted Basic Rent and Termination Values as calculated in consideration of items a through d above, which reflects the (1) a hypothetical Final Landlord MIA Advance of \$675,000,000, and (2) a hypothetical Final Landlord MIA Advance of \$611,500,000 from the adjusted Landlord MIA Advance of \$625,000,000.

Servicing and Asset Management fees will be shown on the schedules and will not change based on any Landlord MIA Adjustments.

LIST OF SUBSIDIARIES

The following is a list of certain Duke Energy subsidiaries (50% owned or greater) and their respective states or countries of incorporation as of December 31, 2019:

- 2018 ESA Project Company, LLC (Delaware)
 - 226HC 8me LLC (Delaware)
 - Advance SC LLC (South Carolina)
 - Baker House Apartments LLC (North Carolina)
 - Bethel Price Solar, LLC (Delaware)
 - Bison Insurance Company Limited (South Carolina)
 - Black Mountain Solar, LLC (Arizona)
 - Broad River Solar, LLC (Delaware)
 - Caldwell Power Company (North Carolina)
 - Capitan Corporation (Tennessee)
 - Caprock Solar 1 LLC (Delaware)
 - Caprock Solar 2 LLC (Delaware)
 - Caprock Solar Holdings 1, LLC (Delaware)
 - Caprock Solar Holdings 2, LLC (Delaware)
 - Carofund, Inc. (North Carolina)
 - CaroHome, LLC (North Carolina)
 - Carolina Solar Power, LLC (Delaware)
 - Catamount Energy Corporation (Vermont)
 - Catamount Rumford Corporation (Vermont)
 - Catamount Sweetwater 1 LLC (Vermont)
 - Catamount Sweetwater 2 LLC (Vermont)
 - Catamount Sweetwater 3 LLC (Vermont)
 - Catamount Sweetwater 4-5 LLC (Vermont)
 - Catamount Sweetwater 6 LLC (Vermont)
 - Catamount Sweetwater Corporation (Vermont)
 - Catamount Sweetwater Holdings LLC (Vermont)
 - Catawba Mfg. & Electric Power Co. (North Carolina)
 - CEC UK1 Holding Corp. (Vermont)
 - CEC UK2 Holding Corp. (Vermont)
 - Century Group Real Estate Holdings, LLC (South Carolina)
 - CGP Global Greece Holdings, SA (Greece)
 - Cimarron Windpower II, LLC (Delaware)
 - Cinergy Climate Change Investments, LLC (Delaware)
 - Cinergy Corp. (Delaware)
 - Cinergy Global (Cayman) Holdings, Inc. (Cayman Islands)
 - Cinergy Global Holdings, Inc. (Delaware)
 - Cinergy Global Power, Inc. (Delaware)
 - Cinergy Global Resources, Inc. (Delaware)
 - Cinergy Global Tsavo Power (Cayman Islands)
 - Cinergy Receivables Company LLC (Delaware)
 - Cinergy Solutions - Utility, Inc. (Delaware)
 - Claiborne Energy Services, Inc. (Louisiana)
-

Clear Skies Solar Holdings, LLC (Delaware)
Clear Skies Solar, LLC (Delaware)
Colonial Eagle Solar, LLC (Delaware)
Conetoe II Solar, LLC (North Carolina)
Creswell Alligood Solar, LLC (Delaware)
CS Murphy Point, LLC (North Carolina)
CSCC Holdings Limited Partnership (Canada (British Columbia))
D/FD Holdings, LLC (Delaware)
D/FD International Services Brasil Ltda. (Brazil)
D/FD Operating Services LLC (Delaware)
DATC Midwest Holdings, LLC (Delaware)
DATC Path 15 Transmission, LLC (Delaware)
DATC Path 15, LLC (Delaware)
DATC SLTP, LLC (Delaware)
DE Nuclear Engineering, Inc. (North Carolina)
DE1 Holdings, LLC (Delaware)
DEGS O&M, LLC (Delaware)
DEGS of Narrows, LLC (Delaware)
DEGS Wind Supply II, LLC (Delaware)
DEGS Wind Supply, LLC (Delaware)
DEPHCO Logistics, LLC (Delaware)
DER Holstein Holdings, LLC (Delaware)
DER Holstein TX Holdings, LLC (Delaware)
DER Holstein, LLC (Delaware)
DER Rambler Solar, LLC (Delaware)
DETM Management, Inc. (Colorado)
Dixilyn-Field (Nigeria) Limited (Nigeria)
Dixilyn-Field Drilling Company (Delaware)
Dogwood Solar, LLC (Delaware)
DS Cornerstone LLC (Delaware)
DTMSI Management Ltd. (British Columbia)
Duke Energy ACP, LLC (Delaware)
Duke Energy Americas, LLC (Delaware)
Duke Energy Arabian Limited (Gibraltar)
Duke Energy Beckjord Storage LLC (Delaware)
Duke Energy Beckjord, LLC (Delaware)
Duke Energy Breeze Holdings I, C.V. (Brazil)
Duke Energy Breeze Holdings, LLC (Delaware)
Duke Energy Business Services LLC (Delaware)
Duke Energy Carolinas Plant Operations, LLC (Delaware)
Duke Energy Carolinas, LLC (North Carolina)
Duke Energy China Corp. (Delaware)
Duke Energy Clean Energy Resources, LLC (Delaware)
Duke Energy Commercial Enterprises, Inc. (Indiana)
Duke Energy Corporate Services, Inc. (Delaware)
Duke Energy Florida Project Finance, LLC (Delaware)

Duke Energy Florida Receivables LLC (Delaware)
Duke Energy Florida Solar Solutions, LLC (Delaware)
Duke Energy Florida, LLC (Florida)
Duke Energy Fuel Cell Holdings, LLC (Delaware)
Duke Energy Fuel Cell, LLC (Delaware)
Duke Energy Generation Services, Inc. (Delaware)
Duke Energy Golden Vista, LLC (Delaware)
Duke Energy Group Holdings, LLC (Delaware)
Duke Energy Group, LLC (Delaware)
Duke Energy Indiana, LLC (Indiana)
Duke Energy Industrial Sales, LLC (Delaware)
Duke Energy International Uruguay Investments, S.R.L. (Uruguay)
Duke Energy International, LLC (Delaware)
Duke Energy Kentucky, Inc. (Kentucky)
Duke Energy Luxembourg II, LLC (Delaware)
Duke Energy Merchants, LLC (Delaware)
Duke Energy Mesteno, LLC (Delaware)
Duke Energy North America, LLC (Delaware)
Duke Energy Ohio, Inc. (Ohio)
Duke Energy One Services, LLC (Delaware)
Duke Energy One, Inc. (Delaware)
Duke Energy Pipeline Holding Company, LLC (Delaware)
Duke Energy Progress Receivables LLC (Delaware)
Duke Energy Progress, LLC (North Carolina)
Duke Energy Receivables Finance Company, LLC (Delaware)
Duke Energy Registration Services, Inc. (Delaware)
Duke Energy Renewable Services, LLC (Delaware)
Duke Energy Renewables Commercial, LLC (Delaware)
Duke Energy Renewables Holding Company, LLC (Delaware)
Duke Energy Renewables NC Solar, LLC (Delaware)
Duke Energy Renewables Solar Holdings, Inc. (Delaware)
Duke Energy Renewables Solar I, LLC (Delaware)
Duke Energy Renewables Solar, LLC (Delaware)
Duke Energy Renewables Storage, LLC (Delaware)
Duke Energy Renewables Wind I, LLC (Delaware)
Duke Energy Renewables Wind, LLC (Delaware)
Duke Energy Renewables, Inc. (Delaware)
Duke Energy Royal, LLC (Delaware)
Duke Energy Sabal Trail, LLC (Delaware)
Duke Energy SAM, LLC (Delaware)
Duke Energy Services Canada ULC (British Columbia)
Duke Energy Services, Inc. (Delaware)
Duke Energy Shoreham Holdings, LLC (Delaware)
Duke Energy Shoreham, LLC (Delaware)
Duke Energy Skyhigh, LLC (Delaware)
Duke Energy Sun Holdings, LLC (Delaware)

Duke Energy Supply Company, LLC (Delaware)
Duke Energy Transmission Holding Company, LLC (Delaware)
Duke Energy Vermillion II, LLC (Delaware)
Duke Investments, LLC (Delaware)
Duke Project Services, Inc. (North Carolina)
Duke Supply Network, LLC (Delaware)
Duke Technologies, Inc. (Delaware)
Duke Ventures II, LLC (Delaware)
Duke Ventures Real Estate, LLC (Delaware)
Duke Ventures, LLC (Nevada)
Duke/Fluor Daniel (North Carolina)
Duke/Fluor Daniel Caribbean, S.E. (Puerto Rico)
Duke/Fluor Daniel El Salvador S.A. de C.V. (El Salvador)
Duke/Fluor Daniel International (Nevada)
Duke/Fluor Daniel International Services (Nevada)
Duke/Fluor Daniel International Services (Trinidad) Ltd. (Trinidad and Tobago)
Duke-American Transmission Company, LLC (Delaware)
Duke-Reliant Resources, Inc. (Delaware)
Eastman Whipstock do Brasil Ltda. (Brazil)
Eastover Land Company (Kentucky)
Eastover Mining Company (Kentucky)
Emerald State Solar Holdings, LLC (Delaware)
Emerald State Solar, LLC (Delaware)
Energy Pipelines International Company (Delaware)
Equinox Vermont Corporation (Vermont)
Everetts Wildcat Solar, LLC (Delaware)
Federal Way Powerhouse LLC (Delaware)
Florida Progress Funding Corporation (Delaware)
Florida Progress, LLC (Florida)
Free State Windpower, LLC (Delaware)
Fresh Air Energy X, LLC (North Carolina)
Frontier Windpower II, LLC (Delaware)
Frontier Windpower, LLC (Delaware)
Garysburg Solar LLC (Delaware)
Gaston Solar LLC (Delaware)
Gato Montes Solar, LLC (Delaware)
Golden Vista Energy Holdings, LLC (Delaware)
Green Frontier Windpower Holdings, LLC (Delaware)
Green Frontier Windpower, LLC (Delaware)
Greenville Gas and Electric Light and Power Company (South Carolina)
Grove Arcade Restoration LLC (North Carolina)
Happy Jack Windpower, LLC (Delaware)
Hardy Storage Company, LLC (West Virginia)
HGA Development, LLC (North Carolina)
High Noon Solar Holdings, LLC (Delaware)
High Noon Solar, LLC (Delaware)

- Highlander Solar 1, LLC (Delaware)
 - Highlander Solar 2, LLC (Delaware)
 - Historic Property Management, LLC (North Carolina)
 - Holstein Solar Holdings, LLC (Delaware)
 - HXOap Solar One, LLC (North Carolina)
 - Ironwood Windpower, LLC (Delaware)
 - Ironwood-Cimarron Windpower Holdings, LLC (Delaware)
 - Kentucky May Coal Company, LLC (Virginia)
 - Kit Carson Windpower II Holdings, LLC (Delaware)
 - Kit Carson Windpower II, LLC (Delaware)
 - Kit Carson Windpower, LLC (Delaware)
 - KO Transmission Company (Kentucky)
 - Lapetus Energy Project, LLC (Delaware)
 - Laurel Hill Wind Energy, LLC (Pennsylvania)
 - Ledyard Windpower, LLC (Texas)
 - Long Farm 46 Solar, LLC (North Carolina)
 - Longboat Solar, LLC (Delaware)
 - Los Vientos Windpower IA Holdings, LLC (Delaware)
 - Los Vientos Windpower IA, LLC (Delaware)
 - Los Vientos Windpower IB Holdings, LLC (Delaware)
 - Los Vientos Windpower IB, LLC (Delaware)
 - Los Vientos Windpower III Holdings, LLC (Delaware)
 - Los Vientos Windpower III, LLC (Delaware)
 - Los Vientos Windpower IV Holdings, LLC (Delaware)
 - Los Vientos Windpower IV, LLC (Delaware)
 - Los Vientos Windpower V Holdings, LLC (Delaware)
 - Los Vientos Windpower V, LLC (Delaware)
 - Martins Creek Solar NC, LLC (North Carolina)
 - Maryneal Windpower, LLC (Delaware)
 - Marzahl Powerhouse NJ LLC (Delaware)
 - MCP, LLC (South Carolina)
 - Mesquite Creek Wind LLC (Delaware)
 - Mesteno Energy Holdings, LLC (Delaware)
 - Mesteno Windpower, LLC (Delaware)
 - Miami Power Corporation (Indiana)
 - Murphy Farm Power, LLC (North Carolina)
 - Nemaha Windpower, LLC (Delaware)
 - North Allegheny Wind, LLC (Delaware)
 - North Carolina Renewable Properties, LLC (North Carolina)
 - North Rosamond Solar, LLC (Delaware)
 - NorthSouth Insurance Company Limited (South Carolina)
 - Notrees Windpower, LP (Delaware)
 - Ocotillo Windpower, LP (Delaware)
 - Palmer Solar LLC (Delaware)
 - PanEnergy Corp. (Delaware)
 - Path 15 Funding KBT, LLC (Delaware)
-

Path 15 Funding TV, LLC (Delaware)
Path 15 Funding, LLC (Delaware)
PeakNet Services, LLC (Delaware)
PeakNet, LLC (Delaware)
PHX Management Holdings, LLC (Delaware)
Piedmont ACP Company, LLC (North Carolina)
Piedmont Constitution Pipeline Company, LLC (North Carolina)
Piedmont ENCNG Company, LLC (North Carolina)
Piedmont Energy Company (North Carolina)
Piedmont Energy Partners, Inc. (North Carolina)
Piedmont Hardy Storage Company, LLC (North Carolina)
Piedmont Interstate Pipeline Company (North Carolina)
Piedmont Intrastate Pipeline Company (North Carolina)
Piedmont Natural Gas Company, Inc. (North Carolina)
PIH Tax Credit Fund III, Inc. (Florida)
PIH Tax Credit Fund IV, Inc. (Florida)
PIH Tax Credit Fund V, Inc. (Florida)
PIH, Inc. (Florida)
Pioneer Transmission, LLC (Indiana)
Potter Road Powerhouse LLC (Delaware)
Powerhouse Square, LLC (North Carolina)
PRAIRIE, LLC (North Carolina)
Progress Capital Holdings, Inc. (Florida)
Progress Energy EnviroTree, Inc. (North Carolina)
Progress Energy, Inc. (North Carolina)
Progress Fuels, LLC (Delaware)
Progress Synfuel Holdings, Inc. (Delaware)
Progress Telecommunications Corporation (Florida)
Project Oxygen Holdings I, LLC (Delaware)
Project Oxygen Holdings, LLC (Delaware)
PT Holding Company LLC (Delaware)
Pumpjack Solar I, LLC (Delaware)
Rambler Solar Holdings, LLC (Delaware)
RE Ajo 1 LLC (Delaware)
RE AZ Holdings LLC (Delaware)
RE Bagdad Solar 1 LLC (Delaware)
RE Rambler LLC (Delaware)
RE SFCity1 GP, LLC (Delaware)
RE SFCity1 Holdco LLC (Delaware)
RE SFCity1, LP (Delaware)
REC Solar Commercial Corporation (Delaware)
Rio Bravo Solar I, LLC (Delaware)
Rio Bravo Solar II, LLC (Delaware)
River Road Solar, LLC (North Carolina)
Rosamond Renewables, LLC (Delaware)
Rosamond Solar AQ LLC (Delaware)

Rosamond Solar Holdings, LLC (Delaware)
Rosamond Solar Portfolio, LLC (Delaware)
RP-Orlando, LLC (Delaware)
Sandy River Timber, LLC (South Carolina)
Santa Fe Solar, LLC (Delaware)
Seaboard Solar LLC (Delaware)
Seville Solar Holding Company, LLC (Delaware)
Seville Solar One LLC (Delaware)
Seville Solar Two, LLC (Delaware)
Shirley Wind, LLC (Wisconsin)
Shoreham Energy Holdings, LLC (Delaware)
Shoreham Solar Commons LLC (Delaware)
Silver Sage Windpower, LLC (Delaware)
Skyhigh Sun, LLC (Delaware)
Solar Star North Carolina I, LLC (Delaware)
Solar Star North Carolina II, LLC (Delaware)
SolNCPower10, L.L.C. (North Carolina)
SolNCPower5, LLC (North Carolina)
SolNCPower6, LLC (North Carolina)
South Construction Company, Inc. (Indiana)
Southbound Solar, LLC (Delaware)
Southern Power Company (North Carolina)
Speedway Solar NC, LLC (Delaware)
Stenner Creek Solar LLC (Delaware)
Stony Knoll Solar, LLC (Delaware)
Strategic Resource Solutions Corp., A North Carolina Enterprise Corporation (North Carolina)
Summit Wind Energy Mesquite Creek, LLC (Delaware)
Sweetwater Development LLC (Texas)
Sweetwater Wind 4 LLC (Delaware)
Sweetwater Wind 5 LLC (Delaware)
Sweetwater Wind Power L.L.C. (Texas)
Symphony Breeze, LLC (Delaware)
Symphony Sun, LLC (Delaware)
Symphony Wind Holdings, LLC (Delaware)
Tarboro Solar LLC (Delaware)
Taylorsville Solar, LLC (Delaware)
TBP Properties, LLC (South Carolina)
TE Notrees, LLC (Delaware)
TE Ocotillo, LLC (Delaware)
TES Anchor Solar 23 LLC (Delaware)
TES Rowtier Solar 23 LLC (Delaware)
Texoma Wind Holdings, LLC (Delaware)
Texoma Wind, LLC (Delaware)
Three Buttes Windpower, LLC (Delaware)
Top of the World Wind Energy Holdings LLC (Delaware)
Top of the World Wind Energy LLC (Delaware)

TRES Timber, LLC (South Carolina)
Tri-State Improvement Company (Ohio)
TX Solar I LLC (Delaware)
Victory Solar LLC (Delaware)
Washington Airport Solar, LLC (Delaware)
Washington Millfield Solar, LLC (Delaware)
Washington White Post Solar, LLC (Delaware)
Wateree Power Company (South Carolina)
West Texas Angelos Holdings LLC (Delaware)
Westbound Solar 2, LLC (Delaware)
Westbound Solar, LLC (Delaware)
Western Carolina Power Company (North Carolina)
Wild Jack Solar Holdings LLC (Delaware)
Wild Jack Solar LLC (Delaware)
Wildwood Solar I, LLC (Delaware)
Wildwood Solar II, LLC (Delaware)
Wind Star Holdings, LLC (Delaware)
Wind Star Renewables, LLC (Delaware)
Windsor Cooper Hill Solar, LLC (Delaware)
Winton Solar LLC (Delaware)
WNC Institutional Tax Credit Fund, L.P. (California)
Woodland Solar LLC (Delaware)
Zephyr Power Transmission LLC (Delaware)

EXHIBIT 23.1.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement No. 333-234348, 333-233896 and 333-229450 on Form S-3, and Registration Statement Nos. 333-213930, 333-210068, 333-203940, 333-172899, 333-168502, 333-168500, 333-141023 (including Post-effective Amendment No. 1 thereto), and 333-132933 (including Post-effective Amendment Nos. 1 and 2 thereto) on Form S-8 of our reports dated February 20, 2020, relating to the consolidated financial statements of Duke Energy Corporation and subsidiaries, and the effectiveness of Duke Energy Corporation's internal control over financial reporting, appearing in this Annual Report on Form 10-K of Duke Energy Corporation for the year ended December 31, 2019.

/s/ Deloitte & Touche LLP

Charlotte, North Carolina

February 20, 2020

Exhibit 23.1.2

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement No. 333-233896-06 on Form S-3 of our report dated February 20, 2020, relating to the consolidated financial statements of Duke Energy Carolinas, LLC and subsidiaries appearing in this Annual Report on Form 10-K of Duke Energy Carolinas, LLC for the year ended December 31, 2019.

/s/ Deloitte & Touche LLP

Charlotte, North Carolina

February 20, 2020

Exhibit 23.1.3

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement No. 333-233896-02 on Form S-3 of our report dated February 20, 2020, relating to the consolidated financial statements Duke Energy Progress, LLC and subsidiaries appearing in this Annual Report on Form 10-K of Duke Energy Progress, LLC for the year ended December 31, 2019.

/s/ Deloitte & Touche LLP

Charlotte, North Carolina

February 20, 2020

Exhibit 23.1.4

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement No. 333-233896-05 on Form S-3 of our report dated February 20, 2020, relating to the consolidated financial statements of Duke Energy Florida, LLC and subsidiaries appearing in this Annual Report on Form 10-K of Duke Energy Florida, LLC for the year ended December 31, 2019.

/s/ Deloitte & Touche LLP

Charlotte, North Carolina

February 20, 2020

Exhibit 23.1.5

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement No. 333-233896-03 on Form S-3 of our report dated February 20, 2020, relating to the consolidated financial statements of Duke Energy Ohio, Inc. and subsidiaries appearing in this Annual Report on Form 10-K of Duke Energy Ohio, Inc. for the year ended December 31, 2019.

/s/ Deloitte & Touche LLP

Charlotte, North Carolina

February 20, 2020

Exhibit 23.1.6

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement No. 333-233896-04 on Form S-3 of our report dated February 20, 2020, relating to the consolidated financial statements of Duke Energy Indiana, LLC and subsidiaries appearing in this Annual Report on Form 10-K of Duke Energy Indiana, LLC for the year ended December 31, 2019.

/s/ Deloitte & Touche LLP

Charlotte, North Carolina

February 20, 2020

Exhibit 23.1.7

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement No. 333-233896-01 on Form S-3 of our report dated February 20, 2020, relating to the consolidated financial statements of Piedmont Natural Gas, Inc. and subsidiaries appearing in this Annual Report on Form 10-K of Piedmont Natural Gas, Inc. for the year ended December 31, 2019.

/s/ Deloitte & Touche LLP

Charlotte, North Carolina

February 20, 2020

EXHIBIT 24.1

DUKE ENERGY CORPORATION

Power of Attorney

FORM 10-K

**Annual Report Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934
For the fiscal year ended December 31, 2019
(Annual Report)**

The undersigned Duke Energy Corporation, a Delaware corporation, and certain of its officers and/or directors, do each hereby constitute and appoint Lynn J. Good, Steven K. Young, David S. Maltz and Dwight L. Jacobs, and each of them, to act as attorneys-in-fact for and in the respective names, places and stead of the undersigned, to execute, seal, sign and file with the Securities and Exchange Commission the Annual Report on Form 10-K for the year ended December 31, 2019, of said Duke Energy Corporation and any and all amendments thereto, hereby granting to said attorneys-in-fact, and each of them, full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or proper to be done in and about the premises, as fully to all intents and purposes as the undersigned, or any of them, might or could do if personally present, hereby ratifying and approving the acts of said attorneys-in-fact.

Executed as of the 20th day of February, 2020.

DUKE ENERGY CORPORATION

By:

/s/ LYNN J. GOOD

Lynn J. Good

Chairman, President and

Chief Executive Officer

(Corporate Seal)

ATTEST:

/s/ NANCY M. WRIGHT

Nancy M. Wright

Assistant Corporate Secretary

<u>SIGNATURE</u>	<u>TITLE</u>
<hr/> <i>/s/ LYNN J. GOOD</i> <hr/> Lynn J. Good	Chairman, President and Chief Executive Officer (Principal Executive Officer and Director)
<hr/> <i>/s/ STEVEN K. YOUNG</i> <hr/> Steven K. Young	Executive Vice President and Chief Financial Officer (Principal Financial Officer)
<hr/> <i>/s/ DWIGHT L. JACOBS</i> <hr/> Dwight L. Jacobs	Senior Vice President, Chief Accounting Officer, Tax and Controller (Principal Accounting Officer)
<hr/> <i>/s/ MICHAEL G. BROWNING</i> <hr/> Michael G. Browning	Independent Lead Director
<hr/> <i>/s/ ANNETTE K. CLAYTON</i> <hr/> Annette K. Clayton	Director
<hr/> <i>/s/ THEODORE F. CRAVER, JR.</i> <hr/> Theodore F. Craver, Jr.	Director
<hr/> <i>/s/ ROBERT M. DAVIS</i> <hr/> Robert M. Davis	Director
<hr/> <i>/s/ DANIEL R. DIMICCO</i> <hr/> Daniel R. DiMicco	Director
<hr/> <i>/s/ NICHOLAS C. FANANDAKIS</i> <hr/> Nicholas C. Fanandakis	Director
<hr/> <i>/s/ JOHN T. HERRON</i> <hr/> John T. Herron	Director
<hr/> <i>/s/ WILLIAM E. KENNARD</i> <hr/> William E. Kennard	Director
<hr/> <i>/s/ E. MARIE MCKEE</i> <hr/> E. Marie McKee	Director
<hr/> <i>/s/ CHARLES W. MOORMAN IV</i> <hr/> Charles W. Moorman IV	Director
<hr/> <i>/s/ MARYA M. ROSE</i> <hr/> Marya M. Rose	Director

/s/ CARLOS A. SALADRIGAS

Director

Carlos A. Saladrigas

/s/ THOMAS E. SKAINS

Director

Thomas E. Skains

/s/ WILLIAM E. WEBSTER, JR.

Director

William E. Webster, Jr.

EXHIBIT 24.2

DUKE ENERGY CORPORATION
CERTIFIED RESOLUTIONS
Form 10-K Annual Report Resolutions

FURTHER RESOLVED, that each officer and director who may be required to execute such 2019 Form 10-K or any amendments thereto (whether on behalf of the Corporation or as an officer or director thereof, or by attesting the seal of the Corporation or otherwise) be and hereby is authorized to execute a Power of Attorney appointing Lynn J. Good, David S. Maltz, Steven K. Young, and Dwight L. Jacobs, and each of them, as true and lawful attorneys and agents to execute in his or her name, place and stead (in any such capacity) such 2019 Form 10-K, as may be deemed necessary and proper by such officers, and any and all amendments thereto and all instruments necessary or advisable in connection therewith, to attest the seal of the Corporation thereon and to file the same with the SEC, each of said attorneys and agents to have power to act with or without the others and to have full power and authority to do and perform in the name and on behalf of each of such officers and directors, or both, as the case may be, every act whatsoever necessary or advisable to be done in the premises as fully and to all intents and purposes as any such officer or director might or could do in person.

I, DAVID B. FOUNTAIN, Senior Vice President, Legal, Chief Ethics and Compliance Officer and Corporate Secretary of Duke Energy Corporation, do hereby certify that the foregoing is a full, true and complete extract from the Minutes of the meeting of the Board of Directors of said Corporation held on February 20, 2020 at which meeting a quorum was present.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Duke Energy Corporation, this the 20th day of February, 2020.

/s/ DAVID B. FOUNTAIN

David B. Fountain

Senior Vice President, Legal, Chief Ethics and Compliance Officer and Corporate Secretary

EXHIBIT 31.1.1

**CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Lynn J. Good, certify that:

- 1) I have reviewed this annual report on Form 10-K of Duke Energy Corporation;
- 2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4) The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5) The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 20, 2020

/s/ LYNN J. GOOD

Lynn J. Good
Chairman, President and
Chief Executive Officer

EXHIBIT 31.1.2

**CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Lynn J. Good, certify that:

- 1) I have reviewed this annual report on Form 10-K of Duke Energy Carolinas, LLC;
- 2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4) The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5) The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 20, 2020

/s/ LYNN J. GOOD

Lynn J. Good
Chief Executive Officer

EXHIBIT 31.1.3

**CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Lynn J. Good, certify that:

- 1) I have reviewed this annual report on Form 10-K of Progress Energy, Inc.;
- 2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4) The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5) The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 20, 2020

/s/ LYNN J. GOOD

Lynn J. Good
Chief Executive Officer

EXHIBIT 31.1.4

**CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Lynn J. Good, certify that:

- 1) I have reviewed this annual report on Form 10-K of Duke Energy Progress, LLC;
- 2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4) The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5) The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 20, 2020

/s/ LYNN J. GOOD

Lynn J. Good
Chief Executive Officer

EXHIBIT 31.1.5

**CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Lynn J. Good, certify that:

- 1) I have reviewed this annual report on Form 10-K of Duke Energy Florida, LLC;
- 2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4) The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5) The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 20, 2020

/s/ LYNN J. GOOD

Lynn J. Good
Chief Executive Officer

EXHIBIT 31.1.6

**CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Lynn J. Good, certify that:

- 1) I have reviewed this annual report on Form 10-K of Duke Energy Ohio, Inc.;
- 2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4) The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5) The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 20, 2020

/s/ LYNN J. GOOD

Lynn J. Good
Chief Executive Officer

EXHIBIT 31.1.7

**CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Lynn J. Good, certify that:

- 1) I have reviewed this annual report on Form 10-K of Duke Energy Indiana, LLC;
- 2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4) The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5) The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 20, 2020

/s/ LYNN J. GOOD

Lynn J. Good
Chief Executive Officer

EXHIBIT 31.1.8

**CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Lynn J. Good, certify that:

- 1) I have reviewed this annual report on Form 10-K of Piedmont Natural Gas Company, Inc.;
- 2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4) The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5) The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 20, 2020

/s/ LYNN J. GOOD

Lynn J. Good
Chief Executive Officer

EXHIBIT 31.2.1

**CERTIFICATION OF THE CHIEF FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Steven K. Young, certify that:

- 1) I have reviewed this annual report on Form 10-K of Duke Energy Corporation;
- 2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4) The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5) The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 20, 2020

/s/ STEVEN K. YOUNG

Steven K. Young
Executive Vice President and Chief Financial Officer

EXHIBIT 31.2.2

**CERTIFICATION OF THE CHIEF FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Steven K. Young, certify that:

- 1) I have reviewed this annual report on Form 10-K of Duke Energy Carolinas, LLC;
- 2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4) The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5) The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 20, 2020

/s/ STEVEN K. YOUNG

Steven K. Young
Executive Vice President and Chief Financial Officer

EXHIBIT 31.2.3

**CERTIFICATION OF THE CHIEF FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Steven K. Young, certify that:

- 1) I have reviewed this annual report on Form 10-K of Progress Energy, Inc.;
- 2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4) The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5) The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 20, 2020

/s/ STEVEN K. YOUNG

Steven K. Young
Executive Vice President and Chief Financial Officer

EXHIBIT 31.2.4

**CERTIFICATION OF THE CHIEF FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Steven K. Young, certify that:

- 1) I have reviewed this annual report on Form 10-K of Duke Energy Progress, LLC;
- 2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4) The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5) The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 20, 2020

/s/ STEVEN K. YOUNG

Steven K. Young
Executive Vice President and Chief Financial Officer

EXHIBIT 31.2.5

**CERTIFICATION OF THE CHIEF FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Steven K. Young, certify that:

- 1) I have reviewed this annual report on Form 10-K of Duke Energy Florida, LLC;
- 2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4) The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5) The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 20, 2020

/s/ STEVEN K. YOUNG

Steven K. Young
Executive Vice President and Chief Financial Officer

EXHIBIT 31.2.6

**CERTIFICATION OF THE CHIEF FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Steven K. Young, certify that:

- 1) I have reviewed this annual report on Form 10-K of Duke Energy Ohio, Inc.;
- 2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4) The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5) The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 20, 2020

/s/ STEVEN K. YOUNG

Steven K. Young
Executive Vice President and Chief Financial Officer

EXHIBIT 31.2.7

**CERTIFICATION OF THE CHIEF FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Steven K. Young, certify that:

- 1) I have reviewed this annual report on Form 10-K of Duke Energy Indiana, LLC;
- 2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4) The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5) The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 20, 2020

/s/ STEVEN K. YOUNG

Steven K. Young
Executive Vice President and Chief Financial Officer

EXHIBIT 31.2.8

**CERTIFICATION OF THE CHIEF FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Steven K. Young, certify that:

- 1) I have reviewed this annual report on Form 10-K of Piedmont Natural Gas Company, Inc.;
- 2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4) The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5) The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 20, 2020

/s/ STEVEN K. YOUNG

Steven K. Young
Executive Vice President and Chief Financial Officer

EXHIBIT 32.1.1

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Duke Energy Corporation ("Duke Energy") on Form 10-K for the period ending December 31, 2019 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Lynn J. Good, Chairman, President and Chief Executive Officer of Duke Energy, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Duke Energy.

/s/ LYNN J. GOOD

Lynn J. Good
Chairman, President and Chief Executive Officer
February 20, 2020

EXHIBIT 32.1.2

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Duke Energy Carolinas, LLC ("Duke Energy Carolinas") on Form 10-K for the period ending December 31, 2019 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Lynn J. Good, Chief Executive Officer of Duke Energy Carolinas, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Duke Energy Carolinas.

/s/ LYNN J. GOOD

Lynn J. Good
Chief Executive Officer
February 20, 2020

EXHIBIT 32.1.3

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Progress Energy, Inc. ("Progress Energy") on Form 10-K for the period ending December 31, 2019 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Lynn J. Good, Chief Executive Officer of Progress Energy, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Progress Energy.

/s/ LYNN J. GOOD

Lynn J. Good
Chief Executive Officer
February 20, 2020

EXHIBIT 32.1.4

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Duke Energy Progress, LLC ("Duke Energy Progress") on Form 10-K for the period ending December 31, 2019 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Lynn J. Good, Chief Executive Officer of Duke Energy Progress, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Duke Energy Progress.

/s/ LYNN J. GOOD

Lynn J. Good
Chief Executive Officer
February 20, 2020

EXHIBIT 32.1.5

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Duke Energy Florida, LLC ("Duke Energy Florida") on Form 10-K for the period ending December 31, 2019 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Lynn J. Good, Chief Executive Officer of Duke Energy Florida, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Duke Energy Florida.

/s/ LYNN J. GOOD

Lynn J. Good
Chief Executive Officer
February 20, 2020

EXHIBIT 32.1.6

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Duke Energy Ohio, Inc. ("Duke Energy Ohio") on Form 10-K for the period ending December 31, 2019 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Lynn J. Good, Chief Executive Officer of Duke Energy Ohio, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Duke Energy Ohio.

/s/ LYNN J. GOOD

Lynn J. Good
Chief Executive Officer
February 20, 2020

EXHIBIT 32.1.7

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Duke Energy Indiana, LLC ("Duke Energy Indiana") on Form 10-K for the period ending December 31, 2019 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Lynn J. Good, Chief Executive Officer of Duke Energy Indiana, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Duke Energy Indiana.

/s/ LYNN J. GOOD

Lynn J. Good
Chief Executive Officer
February 20, 2020

EXHIBIT 32.1.8

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Piedmont Natural Gas Company, Inc. ("Piedmont") on Form 10-K for the period ending December 31, 2019 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Lynn J. Good, Chief Executive Officer of Piedmont, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Piedmont.

/s/ LYNN J. GOOD

Lynn J. Good
Chief Executive Officer
February 20, 2020

EXHIBIT 32.2.1

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Duke Energy Corporation ("Duke Energy") on Form 10-K for the period ending December 31, 2019 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Steven K. Young, Executive Vice President and Chief Financial Officer of Duke Energy, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Duke Energy.

/s/ STEVEN K. YOUNG

Steven K. Young
Executive Vice President and Chief Financial Officer
February 20, 2020

EXHIBIT 32.2.2

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Duke Energy Carolinas, LLC ("Duke Energy Carolinas") on Form 10-K for the period ending December 31, 2019 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Steven K. Young, Executive Vice President and Chief Financial Officer of Duke Energy Carolinas, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Duke Energy Carolinas.

/s/ STEVEN K. YOUNG

Steven K. Young
Executive Vice President and Chief Financial Officer
February 20, 2020

EXHIBIT 32.2.3

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Progress Energy, Inc. ("Progress Energy") on Form 10-K for the period ending December 31, 2019 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Steven K. Young, Executive Vice President and Chief Financial Officer of Progress Energy, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Progress Energy.

/s/ STEVEN K. YOUNG

Steven K. Young
Executive Vice President and Chief Financial Officer
February 20, 2020

EXHIBIT 32.2.4

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Duke Energy Progress, LLC ("Duke Energy Progress") on Form 10-K for the period ending December 31, 2019 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Steven K. Young, Executive Vice President and Chief Financial Officer of Duke Energy Progress, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Duke Energy Progress.

/s/ STEVEN K. YOUNG

Steven K. Young
Executive Vice President and Chief Financial Officer
February 20, 2020

EXHIBIT 32.2.5

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Duke Energy Florida, LLC ("Duke Energy Florida") on Form 10-K for the period ending December 31, 2019 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Steven K. Young, Executive Vice President and Chief Financial Officer of Duke Energy Florida, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Duke Energy Florida.

/s/ STEVEN K. YOUNG

Steven K. Young
Executive Vice President and Chief Financial Officer
February 20, 2020

EXHIBIT 32.2.6

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Duke Energy Ohio, Inc. ("Duke Energy Ohio") on Form 10-K for the period ending December 31, 2019 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Steven K. Young, Executive Vice President and Chief Financial Officer of Duke Energy Ohio, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Duke Energy Ohio.

/s/ STEVEN K. YOUNG

Steven K. Young
Executive Vice President and Chief Financial Officer
February 20, 2020

EXHIBIT 32.2.7

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Duke Energy Indiana, LLC ("Duke Energy Indiana") on Form 10-K for the period ending December 31, 2019 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Steven K. Young, Executive Vice President and Chief Financial Officer of Duke Energy Indiana, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Duke Energy Indiana.

/s/ STEVEN K. YOUNG

Steven K. Young
Executive Vice President and Chief Financial Officer
February 20, 2020

EXHIBIT 32.2.8

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Piedmont Natural Gas Company, Inc. ("Piedmont") on Form 10-K for the period ending December 31, 2019 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Steven K. Young, Executive Vice President and Chief Financial Officer of Piedmont, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Piedmont.

/s/ STEVEN K. YOUNG

Steven K. Young
Executive Vice President and Chief Financial Officer
February 20, 2020