

COST-SHARING AND ESCROW AGREEMENT

THIS COST-SHARING AND ESCROW AGREEMENT (this “**Agreement**”) is made and entered into as of the 5 day of ^{August} ~~July~~, 2022 by and between TGA TCA Durham Logistics Center LLC, a Delaware limited liability company (“**ACP**”), Centerpoint Owners’ Association, Inc. (“**Centerpoint**”) and Chicago Title Insurance Company (“**Escrow Agent**”).

WITNESSETH:

WHEREAS, each of ACP and the Centerpoint wish to install traffic signalization and related intersection improvements at the entrance to their respective properties along T.W. Alexander Drive in Durham, North Carolina (the “**Intersection Improvements**”), in accordance with the plans approved by NCDOT, said plans being more particularly described on Exhibit A attached hereto (with the improvements thereon being the “**Shared Improvements**”), on Exhibit B attached hereto (with the improvements thereon being the “**Centerpoint Improvements**”) and Exhibit C attached hereto (the “**ACP Improvements**”) (collectively, the “**Intersection Plans**”);

WHEREAS, ACP has agreed to construct and install the Intersection Improvements and ACP has contracted for the construction and installation of the Intersection Improvements in accordance with the Intersection Plans;

WHEREAS, Centerpoint has agreed to contribute to the cost of the construction and installation of the Intersection Improvements as more particularly set forth herein; and

WHEREAS, ACP and Centerpoint have asked that Escrow Agent receive and disburse funds relating to the cost of the Intersection Improvements as more particularly set forth herein, and Escrow Agreement has agreed to do so, subject to the terms of this Agreement.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars in hand paid by each party hereto to the other, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties hereto, intending to be legally bound, hereby agree as follows:

1. Recitals. The Recitals set forth above are hereby incorporated into the body of this Agreement.
2. Appointment of Escrow Agent. ACP and Centerpoint hereby appoint and designate Escrow Agent as escrow agent for the purposes set forth herein, and Escrow Agent does hereby accept such appointment under the terms and conditions contained in this Agreement.
3. Intersection Improvements. ACP shall cause the Intersection Improvements to be constructed and installed with commercially reasonable speed and diligence in accordance with the Intersection Plans in a good and workmanlike manner and in compliance with all applicable laws (the “**Work**”). Centerpoint acknowledges and agrees that certain “finishing” improvements, including, without limitation, street trees, and the topcoat of asphalt, may be deferred until dedication and acceptance of the Intersection Improvements as a public right of way as provided herein below. Following completion of the Work, ACP shall cause the Intersection Improvements to be dedicated to, and accepted by, NCDOT. Centerpoint hereby agrees to execute and deliver any documentation required therefor to ACP within five (5) business days after written request therefor, provided such documentation is in form reasonably acceptable to Centerpoint. Upon completion of the Work, as evidenced by: (i) final close out of the construction contract and receipt of final lien waivers from its contractor, and (ii) the dedication of the Intersection Improvements and written acceptance thereof by NCDOT, ACP shall deliver written notice thereof to Centerpoint and Escrow Agent (the “**Notice of Completion**”).

4. Cost Reimbursement.

(a) Escrowed Funds. Concurrently with the execution of this Agreement, Centerpoint shall deliver to Chicago Title Insurance Company, 200 South Tryon Street, Suite 800, Charlotte, NC 28202, Attn: Scott Mansfield (the “**Escrow Agent**”) an amount equal to \$513,777.28 (the “**Escrowed Funds**”) representing 105% of Centerpoint’s contribution to the cost of the Intersection Improvements. As the Work is completed ACP shall be entitled to receive periodic draws from the Escrowed Funds (each, a “**Draw**”) in an amount equal to fifty percent (50%) of costs and expenses incurred relative to the completion of the Shared Improvements and one hundred percent (100%) of costs and expenses incurred relative to the completion of the Centerpoint Improvements by delivering a written request for disbursement to Centerpoint and Escrow Agent (each, a “**Draw Request**”). Each Draw Request shall be accompanied by a copy of the invoice(s) or lien waivers evidencing the total dollar amount of costs incurred by ACP relating to the Work. ACP shall be solely responsible for completion of the ACP Improvements.

(b) Overages. To the extent that the cost of the Work increases as a result of unforeseen circumstances or force majeure with respect to the Centerpoint Improvements, such cost increase shall be the sole responsibility of Centerpoint. To the extent that the cost of the Work increases as a result of unforeseen circumstances or force majeure with respect to Shared Improvements, Centerpoint shall be responsible for fifty percent (50%) of such cost increase. All cost of the Work not otherwise born by Centerpoint shall be the sole responsibility of ACP. Centerpoint shall pay and deliver to ACP any increase in cost that is the responsibility of Centerpoint under this paragraph within fifteen (15) days of demand (which demand shall include all information otherwise required for a Draw Request).

(c) Maintenance. Prior to NCDOT’s acceptance of the Intersection Improvements for public maintenance, ACP shall cause the Intersection Improvements to be maintained in good condition and repair and in a condition consistent with the standards established for maintenance by NCDOT, and ACP shall be entitled to receive periodic draws from the Escrowed Funds to pay associated costs. To the extent that such maintenance costs exceed the remaining Escrowed Funds and are not covered by any warranty by the contractor who constructed and installed the Intersection Improvements, Centerpoint shall pay and deliver to ACP fifty percent (50%) of such maintenance costs within fifteen (15) days following ACP’s request therefor, which request shall include all information otherwise required for a Draw Request, or evidence of such costs reasonably acceptable to Centerpoint.

(d) Release. Within ten (10) days after receipt of the Notice of Completion, Escrow Agent shall release any portion of the Escrowed Funds remaining in escrow to ACP.

(e) Escrow Agent Liability. Escrow Agent shall not be liable for any error or judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith. ACP and Centerpoint each agree to hold Escrow Agent harmless from and against all losses, damages, costs, charges, payments, liabilities and expenses, including the costs of litigation, investigation and reasonable legal fees incurred by ACP and/or Centerpoint pursuant to this Agreement. Escrow Agent is hereby authorized to act on any document or representation believed by it in good faith to be genuine and to be signed or issued by a proper party or parties, and will incur no liability in so acting. The provisions of this Section shall survive termination of this Agreement.

(f) Resignation of Escrow Agent. Escrow Agent shall have the right to resign from its role as Escrow Agent hereunder at any time by giving written notice of resignation, specifying the effective date thereof, to the other parties hereto. Within thirty (30) days after the giving of such notice, the other parties hereto shall appoint a successor Escrow Agent to which the resigning Escrow Agent may distribute the funds then held in such Escrow Agent’s Escrow Account. If a successor Escrow Agent is not appointed

and has not accepted such appointment by the end of the aforesaid thirty (30) day period, the resigning Escrow Agent may apply to a court of competent jurisdiction for the appointment of a successor Escrow Agent and deposit the funds being held by such Escrow Agent therewith.

5. Access and Indemnity. Centerpoint hereby grants ACP a license to access the property controlled by Centerpoint to the extent required in connection with the Work; provided, however, ACP agrees to give Centerpoint two (2) business days' prior notice of any required access. In addition, ACP agrees to use reasonable efforts not to interfere with any business operations at such property and shall not at any time block access to any such property. ACP shall and does hereby indemnify and hold harmless Centerpoint from and against any and all liability, loss, damage or claim (including, without limitation, attorney's fees actually incurred) (collectively, a "**Claim**") arising or resulting from any act or omission of ACP, its contractors or employees in connection with performing the Work, including personal injury and property damage, and from and against any lien for labor, services or material arising out of or in connection with the Work, but only to the extent any such Claim is not the result of the negligence or willful misconduct of Centerpoint. ACP agrees that it shall cause its contractor to obtain and maintain in force during the period of the Work appropriate and adequate workers' compensation, liability and builders' risk insurance, as applicable, with solvent, reputable insurance companies, and that Centerpoint, Duke Realty Limited Partnership, Duke Raleigh Alexander Drive, L.P., and 1733 TW Alexander Owner (DE) LLC shall be named as an additional insured on all liability insurance policies related to the Work.

6. Default, Self-Help. ACP shall use good faith, diligent efforts to cause the Work (exclusive of dedication and acceptance by NCDOT) to be completed on or before August 31, 2023, as such date may be extended due to force majeure delay. In the event that the Work is not completed on or before such date, Centerpoint, following written notice to ACP, shall have the right to cause all or any portion of the Work to be completed and in such case Centerpoint shall be entitled to submit Draw Requests and receive Draws from the Escrowed Funds to fund remaining Work, and in such case, ACP shall reimburse Centerpoint for all costs of the Work incurred by Centerpoint in excess of the Escrowed Funds.

7. Notices. Any notice or communications required or permitted hereunder shall be in writing and shall be sent either by: (a) courier delivery service with charges therefor billed to shipper; (b) expedited delivery service (such as Federal Express) with charges therefor billed to shipper; or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested. Any notice or communication required or permitted hereunder to ACP or the Centerpoint shall be addressed as set forth below or to such address as ACP or the Centerpoint, as applicable, shall give notice in accordance with this paragraph:

ACP:

c/o Trinity Capital Advisors
440 South Church Street Suite 800
Charlotte, NC 28202
Attn: Asset Manager
Electronic Mail: cwc@trinitycapitaladvisor.com

Centerpoint:

Centerpoint Owners' Association, Inc.
c/o Duke Realty Corporation
3715 Davinci Court, Suite 300
Peachtree Corners, GA 30092
Attn: VPAM—Raleigh
Electronic Mail: jeffrey.stovall@dukerealty.com

Escrow Agent:

Chicago Title Insurance Company

200 South Tryon Street, Suite 800
Charlotte, NC 28202
Attn: Scott Mansfield
Electronic Mail: scott.mansfield@ctt.com

8. Miscellaneous. This Agreement shall be governed by and construed under the laws of the State of North Carolina. This Agreement shall be binding upon and shall inure to the benefit of ACP and the Centerpoint and their successors, successors-in-title, legal representatives and assigns and shall not be cancelable by either party hereto by reason of a default hereunder by the other party. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which, together, shall constitute one and the same instrument. A copy of this Agreement executed electronically shall be deemed an original.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

ACP

TGA TCA Durham Logistics Center LLC, a
Delaware limited liability company

By: TCA Durham Logistics Member, LLC, its Managing Member

By: Trinity Capital Advisors, LLC, its Manager

By: C. Walker Collier III
Name: C. Walker Collier, III
Title: Authorized Member

CENTERPOINT

CENTERPOINT OWNERS' ASSOCIATION, INC.,
a North Carolina corporation

By: Jeffrey Stovall
Name: Jeffrey Stovall
Title: President

ESCROW AGENT

CHICAGO TITLE INSURANCE COMPANY

By: Scott Mansfield
Name: Scott Mansfield
Title: a Florida corporation

Exhibit A

Shared Improvements

For the approved signal construction drawings associated with the Duke Realty 1805 TW Alexander Drive Offsite Improvements project, see plans titled *SR2028 (TW Alexander Drive) at Centerpoint Entrance* with a seal date of 5/19/2021, but excluding the portion of the drawings related to the work depicted on Exhibit B hereto.

For the approved signal construction drawings associated with the TGA TCA Durham Logistics Center, LLC Alexander Commerce Park Offsite Improvements project, see plans titled *SR2028 (TW Alexander Drive) at Centerpoint Entrance/East Site Drive* with a seal date of 1/4/2022, but excluding the portion of the drawings related to the work depicted on Exhibit C hereto.

Exhibit B

Centerpoint Work (KHA Section 1)

For the approved roadway construction drawings associated with the Duke Realty 1805 TW Alexander Drive Offsite Improvements project, see plans attached to the approved NCDOT encroachment E052-032-21-00073, but only to the extent related to the area highlighted in red below.

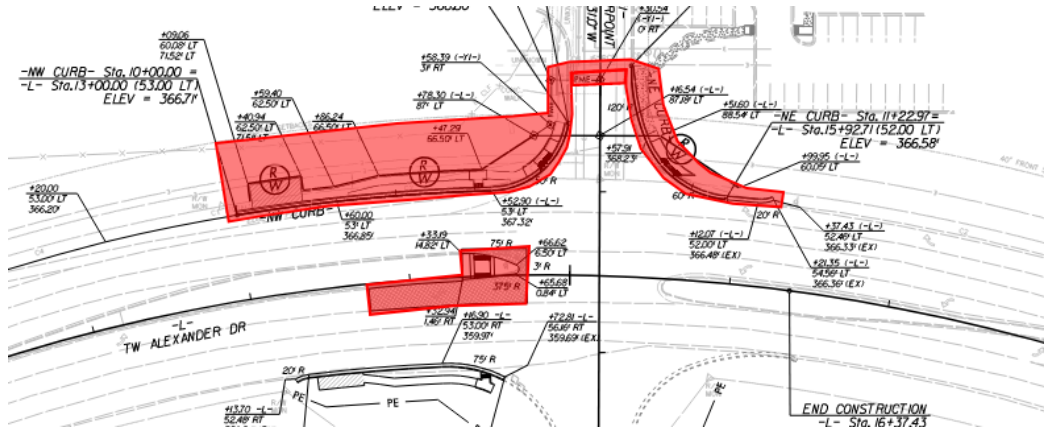


Exhibit C

For the approved roadway construction drawings associated with the TGA TCA Durham Logistics Center, LLC Alexander Commerce Park Offsite Improvements project, see plans attached to the approved NCDOT encroachment E052-032-21-00320, *but only to the extent related to the area highlighted in orange below.*

