

COMMERCIAL LEASE AGREEMENT

Pinnacle Tower at Ridgeline Park

1200 Ridgeline Park Boulevard, Suite 800
Charlotte, North Carolina 28203

THIS COMMERCIAL LEASE AGREEMENT (this "Lease") is made and entered into as of the 15th day of March, 2025 (the "Effective Date"), by and between:

LANDLORD: Ridgeline Park Holdings LLC, a Delaware limited liability company, whose principal office is located at 400 South Tryon Street, Suite 2200, Charlotte, North Carolina 28202 ("Landlord"); and

TENANT: Greystone Capital Partners LLC, a Georgia limited liability company, whose principal office is located at 3344 Peachtree Road NE, Suite 1500, Atlanta, Georgia 30326 ("Tenant").

GUARANTOR: Greystone Financial Holdings Inc., a Georgia corporation ("Guarantor"), which has executed a separate Guaranty of Lease attached hereto as Exhibit F.

ARTICLE 1: PREMISES

1.1 **Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the premises consisting of the entire eighth (8th) floor of the building known as Pinnacle Tower at Ridgeline Park, located at 1200 Ridgeline Park Boulevard, Charlotte, North Carolina 28203 (the "Building"), comprising approximately 24,650 rentable square feet and approximately 22,185 usable square feet (the "Premises"), as more particularly described and depicted on the floor plan attached hereto as Exhibit A. Tenant's Pro Rata Share of the Building shall be 13.7%, calculated based on a total Building rentable area of 179,927 square feet.

1.2 **Permitted Use.** The Premises shall be used and occupied solely for general office purposes, including but not limited to investment management, financial advisory services, client meeting facilities, and ancillary uses customary to a Class A financial services firm. No other use shall be permitted without the prior written consent of Landlord.

1.3 **Exclusivity.** Landlord covenants that during the Term and any renewal thereof, Landlord shall not lease space in the Building to any tenant whose primary business is private equity fund management, wealth management, or investment advisory services with assets under management exceeding Five Hundred Million Dollars (\$500,000,000). This exclusivity provision shall not apply to tenants in occupancy as of the Effective Date.

ARTICLE 2: TERM

2.1 **Initial Term.** The initial term of this Lease (the "Term") shall be ten (10) years and six (6) months, commencing on September 1, 2025 (the "Commencement Date") and expiring on February 28, 2036 (the "Expiration Date"), unless sooner terminated in accordance with the provisions hereof.

2.2 **Rent Commencement Date.** Notwithstanding the Commencement Date, Tenant's obligation to pay Base Rent shall commence on March 1, 2026 (the "Rent Commencement Date"). Tenant shall be responsible for its Pro Rata Share of Operating Expenses beginning on the Commencement Date.

2.3 Early Access and Fixturing Period. Landlord shall grant Tenant access to the Premises beginning on June 1, 2025 (the "Early Access Date") for the sole purpose of installing furniture, fixtures, equipment, telecommunications cabling, and conducting finish work within the Premises. During the Early Access Period, Tenant shall not be obligated to pay Base Rent but shall maintain insurance coverage as required under Article 9 and shall comply with all Building rules and regulations.

ARTICLE 3: BASE RENT

3.1 Base Rent. Commencing on the Rent Commencement Date and continuing throughout the Term, Tenant shall pay to Landlord base rent ("Base Rent") in accordance with the following schedule. All Base Rent shall be payable in equal monthly installments, in advance, on the first day of each calendar month, without demand, deduction, or setoff.

Lease Year	Period	Annual Rent/RSF	Annual Base Rent	Monthly Base Rent
Abatement	Sep 1, 2025 - Feb 28, 2026	\$0.00	\$0.00	\$0.00
Year 1	Mar 1, 2026 - Aug 31, 2026	\$34.50	\$850,425.00	\$70,868.75
Year 2	Sep 1, 2026 - Aug 31, 2027	\$35.54	\$876,037.50	\$73,003.13
Year 3	Sep 1, 2027 - Aug 31, 2028	\$36.60	\$902,190.00	\$75,182.50
Year 4	Sep 1, 2028 - Aug 31, 2029	\$37.70	\$929,255.00	\$77,437.92
Year 5	Sep 1, 2029 - Aug 31, 2030	\$38.83	\$957,175.50	\$79,764.63
Year 6	Sep 1, 2030 - Aug 31, 2031	\$39.99	\$985,753.50	\$82,146.13
Year 7	Sep 1, 2031 - Aug 31, 2032	\$41.19	\$1,015,333.50	\$84,611.13
Year 8	Sep 1, 2032 - Aug 31, 2033	\$42.43	\$1,045,899.50	\$87,158.29
Year 9	Sep 1, 2033 - Aug 31, 2034	\$43.70	\$1,077,205.00	\$89,767.08
Year 10	Sep 1, 2034 - Feb 28, 2036	\$45.01	\$1,109,496.50	\$92,458.04

3.2 Rent Escalation. Base Rent shall escalate at a fixed rate of three percent (3.0%) per annum, compounded annually, on each anniversary of the Commencement Date, as reflected in the rent schedule above.

3.3 Abatement. Tenant shall receive a rent abatement for the period from September 1, 2025 through February 28, 2026 (six months). In the event Tenant defaults under this Lease and such default results in early termination, the unamortized portion of the rent abatement shall become immediately due and payable, amortized on a straight-line basis over the initial Term.

ARTICLE 4: OPERATING EXPENSES AND ADDITIONAL RENT

4.1 Expense Structure. This Lease is a modified gross lease. Tenant shall pay its Pro Rata Share (13.7%) of Operating Expenses in excess of the Base Year. The Base Year for Operating Expenses shall be calendar year 2026.

4.2 Operating Expense Cap. Controllable Operating Expenses (defined as all Operating Expenses excluding insurance premiums, utilities, snow and ice removal, and real estate taxes) shall not increase by more than five percent (5.0%) per annum on a cumulative, compounding basis over the Base Year amount. This cap shall apply to Landlord's actual expenditures, not to Tenant's Pro Rata Share calculations.

4.3 Gross-Up Provision. If the Building is less than ninety-five percent (95%) occupied during any calendar year (including the Base Year), Landlord shall adjust those Operating Expenses that vary with occupancy to reflect the amount that would have been incurred had the Building been ninety-five percent (95%) occupied.

4.4 Excluded Expenses. Operating Expenses shall not include: (a) capital expenditures, except those amortized over their useful life in accordance with GAAP with interest at the prime rate plus two percent that are intended to reduce Operating Expenses or are required by governmental regulations enacted after the Effective Date; (b) leasing commissions and tenant improvement costs; (c) costs of correcting defects in original construction; (d) depreciation or amortization of the Building (except as provided in (a) above); (e) interest on debt or amortization of any mortgage; (f) advertising and promotional expenses; (g) costs incurred in connection with the sale, financing, or refinancing of the Building; and (h) any expense for which Landlord is reimbursed by insurance, condemnation, or otherwise.

ARTICLE 5: TENANT IMPROVEMENTS

5.1 Tenant Improvement Allowance. Landlord shall provide Tenant with a tenant improvement allowance (the "TI Allowance") in the amount of Sixty-Five Dollars (\$65.00) per rentable square foot of the Premises, for a total TI Allowance of One Million Six Hundred Two Thousand Two Hundred Fifty Dollars (\$1,602,250.00). The TI Allowance shall be applied toward the cost of designing and constructing tenant improvements within the Premises in accordance with the Work Letter attached hereto as Exhibit B.

5.2 Excess TI Costs. In the event the actual cost of the tenant improvements exceeds the TI Allowance, Tenant shall be solely responsible for such excess costs. Landlord shall, at Tenant's election, amortize up to Two Hundred Fifty Thousand Dollars (\$250,000.00) of excess TI costs over the initial Term at an interest rate of seven percent (7.0%) per annum, payable as additional rent in equal monthly installments.

5.3 Unused TI Allowance. Any portion of the TI Allowance not utilized by Tenant within eighteen (18) months following the Commencement Date shall be forfeited and shall not be converted to rent credit, cash, or any other form of consideration. Landlord shall have no obligation to pay or credit any unused portion of the TI Allowance.

5.4 Landlord Delivery Condition. Landlord shall deliver the Premises in broom-clean condition with all Building standard mechanical, electrical, plumbing, and life safety systems in good working order. The existing ceiling grid and HVAC distribution shall remain in place unless Tenant's approved plans require removal.

ARTICLE 6: RENEWAL OPTIONS

6.1 First Renewal Option. Provided that (a) this Lease is in full force and effect, (b) no Event of Default exists at the time of exercise or at the commencement of the Renewal Term, and (c) Tenant is occupying at least seventy-five percent (75%) of the Premises at the time of exercise, Tenant shall have the option to renew this Lease for one (1) additional term of five (5) years (the "First Renewal Term") upon the same terms and conditions

as set forth herein, except that the Base Rent during the First Renewal Term shall be the greater of (i) the then-prevailing Fair Market Value rent for comparable Class A office space in the Ridgeline Park/SouthPark submarket of Charlotte, or (ii) the Base Rent payable during the final year of the initial Term.

6.2 Second Renewal Option. Tenant shall have one (1) additional option to renew for a second term of five (5) years (the "Second Renewal Term") upon the same conditions as set forth in Section 6.1, except that the Base Rent during the Second Renewal Term shall be one hundred percent (100%) of Fair Market Value, with no floor.

6.3 Exercise Notice. Tenant must deliver written notice of its intent to exercise each renewal option no later than twelve (12) months prior to the then-current Expiration Date. Failure to deliver timely notice shall constitute a waiver of the applicable renewal option and all subsequent renewal options.

6.4 Fair Market Value Determination. If Landlord and Tenant are unable to agree on the Fair Market Value rent within sixty (60) days following Tenant's exercise of a renewal option, the Fair Market Value shall be determined by a panel of three (3) licensed commercial real estate appraisers, each with a minimum of ten (10) years of experience in the Charlotte office market, in accordance with the procedure set forth in Exhibit D attached hereto.

ARTICLE 7: TERMINATION AND EXIT

7.1 Early Termination Right. Tenant shall have a one-time right to terminate this Lease effective as of the last day of Lease Year 7 (August 31, 2032), subject to the following conditions: (a) Tenant shall deliver written notice of termination to Landlord no later than fifteen (15) months prior to the proposed termination date (i.e., by May 31, 2031); and (b) Tenant shall pay to Landlord, concurrently with delivery of the termination notice, a termination fee (the "Termination Fee") equal to the sum of: (i) the unamortized portion of the TI Allowance and leasing commissions (amortized on a straight-line basis over the initial Term), (ii) the unamortized portion of any rent abatement, and (iii) six (6) months of the then-current Base Rent. Based on current projections, the estimated Termination Fee as of August 31, 2032 is approximately Eight Hundred Seventy-Five Thousand Dollars (\$875,000.00).

7.2 Landlord Recapture Right. In the event Tenant seeks to assign this Lease or sublet more than forty percent (40%) of the Premises, Landlord shall have the right, exercisable within thirty (30) days of receiving Tenant's request, to recapture the space proposed to be assigned or sublet. If Landlord exercises such recapture right, the Lease shall terminate as to the recaptured space (or in its entirety in the case of a full assignment) on the date that would have been the commencement date of the proposed assignment or sublease.

7.3 Assignment and Subletting. Tenant shall not assign this Lease or sublet all or any portion of the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Landlord shall respond to any request for consent within fifteen (15) business days. Any assignment or sublease shall not release Tenant from its obligations hereunder. In connection with any approved assignment or sublease, Tenant shall pay to Landlord fifty percent (50%) of any Assignment Premium (defined as the excess of rent and other consideration received by Tenant from the assignee or subtenant over the rent payable by Tenant hereunder, after deducting Tenant's reasonable out-of-pocket costs of the assignment or sublease, including brokerage commissions, legal fees, and improvement costs).

7.4 Permitted Transfers. Notwithstanding the foregoing, Tenant may assign this Lease or sublet all or any portion of the Premises without Landlord's consent to (a) any entity controlling, controlled by, or under common control with Tenant, or (b) any entity resulting from a merger, consolidation, or reorganization of Tenant, or (c) any entity that acquires all or substantially all of the assets or equity of Tenant, provided that (i) the assignee or subtenant has a tangible net worth at least equal to that of Tenant as of the Effective Date, and (ii) Tenant provides Landlord with written notice within ten (10) business days following such transfer.

ARTICLE 8: SECURITY DEPOSIT

8.1 Security Deposit. Upon execution of this Lease, Tenant shall deliver to Landlord a security deposit in the amount of Two Hundred Twelve Thousand Six Hundred Eleven Dollars (\$212,611.00), equivalent to three (3) months of initial Base Rent (the "Security Deposit"). The Security Deposit shall be held by Landlord as security for the faithful performance by Tenant of all of Tenant's obligations under this Lease.

8.2 Letter of Credit Alternative. In lieu of a cash Security Deposit, Tenant may deliver to Landlord an irrevocable standby letter of credit in the amount of the Security Deposit, issued by a nationally recognized bank with a credit rating of at least A- from Standard and Poor's, in a form reasonably acceptable to Landlord, with an expiration date no earlier than sixty (60) days following the Expiration Date.

8.3 Burn-Down Schedule. Provided that no Event of Default has occurred and is continuing, the Security Deposit (or the required amount of the letter of credit) shall be reduced as follows: (a) at the end of Lease Year 3, the Security Deposit shall be reduced to the equivalent of two (2) months of then-current Base Rent; and (b) at the end of Lease Year 5, the Security Deposit shall be further reduced to the equivalent of one (1) month of then-current Base Rent.

8.4 Financial Reporting. Tenant shall deliver to Landlord, within ninety (90) days following the end of each fiscal year of Tenant, audited financial statements of Tenant prepared in accordance with GAAP by a

nationally recognized independent certified public accounting firm. Landlord shall maintain such financial statements in confidence and shall not disclose them to any third party except as required by law or in connection with the sale, financing, or refinancing of the Building.

ARTICLE 9: INSURANCE

9.1 **Tenant Insurance.** Throughout the Term, Tenant shall maintain at its sole cost and expense: (a) Commercial General Liability insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate; (b) property insurance covering Tenant's personal property, trade fixtures, and improvements in an amount not less than their full replacement cost; (c) Business Interruption insurance covering a minimum of twelve (12) months of Base Rent and Operating Expenses; and (d) Workers' Compensation insurance as required by applicable law.

ARTICLE 10: ADDITIONAL PROVISIONS

10.1 Right of First Offer on Contiguous Space. Landlord hereby grants Tenant a continuing right of first offer ("ROFO") on any space that becomes available on the seventh (7th) or ninth (9th) floors of the Building during the Term. Landlord shall notify Tenant in writing within five (5) business days of any such space becoming available, and Tenant shall have ten (10) business days to deliver a binding commitment to lease such space on the same terms as the most recent comparable lease executed in the Building (or on terms to be negotiated in good faith). This ROFO is personal to Greystone Capital Partners LLC and shall not be transferable to any assignee or subtenant.

10.2 Signage Rights. Tenant shall have the non-exclusive right to install Building-standard suite entry signage and elevator lobby identification signage on the eighth (8th) floor at Tenant's sole cost and expense. Additionally, provided Tenant leases at least 20,000 rentable square feet, Tenant shall have the right to install one (1) panel on the Building's monument sign at the main entrance, subject to Landlord's reasonable approval of design and materials. Tenant shall be responsible for all costs of fabrication, installation, maintenance, and removal of such signage.

10.3 Parking. Landlord shall provide Tenant with four (4) unreserved parking spaces per 1,000 rentable square feet (98.6 spaces total), of which up to ten (10) spaces may be designated as reserved spaces in the Building's covered parking structure. Parking shall be provided at no additional charge during the initial Term. Landlord reserves the right to implement market-rate parking charges upon commencement of any Renewal Term.

10.4 Roof Rights. Tenant shall have the non-exclusive right to install, maintain, and operate, at Tenant's sole cost and expense, one (1) satellite dish or communications antenna not exceeding thirty-six (36) inches in diameter on the roof of the Building, subject to Landlord's prior written approval of the location, specifications, and installation method. Tenant shall be responsible for obtaining all necessary governmental approvals and permits.

10.5 After-Hours HVAC. Landlord shall provide heating, ventilation, and air conditioning to the Premises during Building Standard Hours (Monday through Friday, 7:00 AM to 7:00 PM, and Saturday, 8:00 AM to 1:00 PM, excluding Building holidays). After-hours HVAC shall be available upon twenty-four (24) hours prior written request at the rate of Seventy-Five Dollars (\$75.00) per hour, per floor, subject to annual adjustment not to exceed five percent (5.0%) per year.

10.6 Quiet Enjoyment. Landlord covenants that Tenant, upon paying the rent and performing its obligations hereunder, shall peaceably and quietly have, hold, and enjoy the Premises during the Term without hindrance or molestation by Landlord or any person claiming by, through, or under Landlord.

10.7 Landlord's Right of Entry. Landlord and its agents shall have the right to enter the Premises at reasonable times during Building Standard Hours upon not less than twenty-four (24) hours prior written notice (except in the case of emergency) for purposes of inspection, maintenance, repair, or showing the Premises to prospective tenants (during the last twelve (12) months of the Term), prospective purchasers, or lenders.

10.8 Hazardous Materials. Tenant shall not use, store, generate, treat, or dispose of any Hazardous Materials (as defined by applicable federal, state, or local law) in, on, or about the Premises or the Building, except for de minimis quantities of standard office and cleaning supplies used in the ordinary course of business and in compliance with all applicable laws.

10.9 Subordination, Non-Disturbance, and Attornment. This Lease shall be subject and subordinate to any mortgage, deed of trust, or ground lease now or hereafter encumbering the Building, provided that the holder thereof delivers to Tenant a commercially reasonable subordination, non-disturbance, and attornment agreement ("SNDA") in a form reasonably acceptable to Tenant within thirty (30) days of Landlord's request.

10.10 **Holdover.** If Tenant remains in possession of the Premises after the Expiration Date or earlier termination of this Lease without Landlord's written consent, Tenant shall be deemed a holdover tenant on a month-to-month basis at a rental rate equal to one hundred fifty percent (150%) of the Base Rent in effect during the last month of the Term, plus all additional rent and other charges. Such holdover tenancy shall be subject to all other terms and conditions of this Lease.

ARTICLE 11: EXECUTION

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the Effective Date first written above.

LANDLORD:

Ridgeline Park Holdings LLC

By: _____

Name: David R. Whitfield

Title: Managing Partner

Date: March 15, 2025

TENANT:

Greystone Capital Partners LLC

By: _____

Name: Catherine A. Marchetti

Title: Chief Operating Officer

Date: March 15, 2025

GUARANTOR:

Greystone Financial Holdings Inc.

By: _____

Name: Robert J. Greystone III

Title: Chairman and Chief Executive Officer

Date: March 15, 2025

LIST OF EXHIBITS

Exhibit A: Floor Plan of Premises

Exhibit B: Work Letter (Tenant Improvement Agreement)

Exhibit C: Building Rules and Regulations

Exhibit D: Fair Market Value Determination Procedure

Exhibit E: Commencement Date Memorandum (form)

Exhibit F: Guaranty of Lease