

Enhanced Development Approval

Applicant Attestation

Each of the undersigned individual(s), on behalf of Applicant Owner and, if applicable, Co-Applicant Developer, hereby acknowledges, understands, attests and agrees to the following terms regarding the submission of this Application to the RTP Planning Board (the “Board”) for Enhanced Development Approval:

- **Authority to bind Applicant Owner:** Each undersigned individual submitting this Application on behalf of Applicant Owner has the authority to bind Applicant Owner, and is authorized by Applicant Owner to submit this Application.
- **Authority to bind Co-Applicant Developer:** Each undersigned individual submitting this Application on behalf of Co-Applicant Developer has the authority to bind Co-Applicant Developer, and is authorized by Co-Applicant Developer to submit this Application.
- **Ownership:** Applicant Owner is sole owner of the Property.
- **Accuracy of Submission:** All materials, plans, specifications, commitments, and other information submitted in support of this Application are, to the Best of Applicant’s Knowledge¹ true, accurate, and complete.
- **Limited Scope of Review:** The Board’s review of this Application is conducted solely for the purpose of evaluating whether the proposed project complies with the RTP Covenants and the Board’s policies and guidelines. Board’s review does not evaluate the project’s structural integrity, engineering validity, or building code compliance. A Board approval does not constitute an endorsement or warranty of the plans.
- **No Liability:** Neither the Board, The Research Triangle Foundation of North Carolina, the Research Triangle Park Owners and Tenants Association, Inc., nor any board member, officer, employee or agent of such organization or entity (collectively, the “Indemnified Parties”), shall be liable for any defects, errors, omissions, or illegalities contained in, or arising from the implementation of, the plans, specifications or other information submitted by Applicant to the Board. Applicant hereby indemnifies and

¹ As used herein “Best of Applicant’s Knowledge” shall mean the actual knowledge of Applicant Owner, and, if applicable, Co-Applicant Developer, to the extent either is an individual, as well as such knowledge as any such individual would have obtained after conducting a reasonable inquiry and investigation into the matter represented. To the extent either Applicant Owner or Co-Applicant Developer is an entity, as used herein “Best of Applicant’s Knowledge” shall mean the actual knowledge of such entity’s principals, officers, directors and executive employees, as well as such knowledge as any such individual would have obtained after conducting a reasonable inquiry and investigation into the matter represented.

holds harmless each Indemnified Party from and against any and all claims, liability, penalties, losses, damages, expenses, suits and judgments arising from (i) the Board's review, and/or any approval by the Board, of this Application, and (ii) any implementation of, the plans, specifications or other information submitted by Applicant to the Board.

- **Compliance Responsibility:** The Applicant remains solely responsible for obtaining necessary government permits and ensuring compliance with all local laws and safety codes.
- **Enhanced Development Commitments:** Any Enhanced Development Approval issued by the Board pursuant to this Application will be strictly contingent on the recordation of one or more Enhanced Development Commitment(s) encumbering the Property approved by and in all respects acceptable to the RTP Planning Board. The Applicant Owner and any Co-Applicant Developer shall be responsible for ensuring that the holders of all deeds of trust and other liens encumbering the Property are subordinated to each required Enhanced Development Commitment. For the avoidance of doubt, no action can be taken pursuant to an Enhanced Development Approval until all required Enhanced Development Commitments have been secured to the satisfaction of the Board.

Applicant Owner

Signed: _____

Name: _____

Title: _____

Organization: _____

Date: _____

Co-Applicant Developer (if applicable)

Signed: _____

Name: _____

Title: _____

Organization: _____

Date: _____