

DEED OF LEASE

by and between

SIP / CREF 6849 Old Dominion, LLC
a Delaware limited liability company

and

Steele Foundation, LLC,
a Virginia limited liability company

Dated July 9, 2020

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EXHIBIT A	DESCRIPTION OF PREMISES
EXHIBIT B	BUILDING RULES AND REGULATIONS
EXHIBIT C	COMMENCEMENT DATE CERTIFICATE
EXHIBIT D	INTENTIONALLY DELETED

AGREEMENT OF LEASE

THIS DEED OF LEASE, (the "Lease") made this 9th day of July, 2020, by and between **SIP / CREF 6849 Old Dominion, LLC** a Delaware limited liability company, hereinafter referred to as "Landlord", and **Steele Foundation, LLC**, a Virginia limited liability company, hereinafter referred to as "Tenant".

WITNESSETH:

Fundamental Lease Provisions

The provisions set forth below represent the agreement of the parties hereto as to certain fundamental lease provisions ("**Fundamental Lease Provisions**"). The monetary charges payable by Tenant set forth in the Fundamental Lease Provisions shall not be construed to constitute an exhaustive list of all amounts which may become payable under this Lease. The capitalized terms defined below shall have such meanings throughout the Lease.

<u>TERMS</u>	<u>DESCRIPTION/DEFINITION</u>
A. Landlord:	SIP / CREF 6849 Old Dominion, LLC a Delaware limited liability company
B. Tenant:	Steele Foundation, LLC, a Virginia limited liability company
C. Address for Notices to Landlord:	SIP / CREF 6849 Old Dominion, LLC c/o SIP Manager, LLC 7201 Wisconsin Avenue, Suite 505 Bethesda, MD 20814
D. Agent & Agent's Contact Information:	Stream Realty 381 Elden Street Suite 1323 Herndon, VA 20170
E. Address for Payment of Rent:	Stream Realty 381 Elden Street Suite 1323 Herndon, VA 20170 (make all Rent checks payable to SIP / CREF 6849 Old Dominion, LLC and mail to the address in Section E herein)
F. Address for Notices to Tenant <u>Prior</u> to Lease Commencement Date:	Steele Foundation, LLC 1420 Beverly Road Suite 380 McLean, Virginia 22101 Attention: J. Andrew Steele

- G. Address for Notices to Tenant After
Lease Commencement Date: Steele Foundation, LLC
6849 Old Dominion Drive
Suite 410
McLean, VA 22101
Attention: J. Andrew Steele
- H. Building: The building located at 6849 Old Dominion Drive, McLean, VA 22101
- I. Premises: Suite# 410 containing approximately two thousand seventy-one (2,071) rentable square feet of space located on the fourth (4th) floor of the Building, as set forth in Exhibit A attached hereto and hereby stipulated by the parties to constitute the rentable area of the Premises for purposes of this Lease.
- J. Term:
- J.1 Lease Term: Commencing on the Lease Commencement Date and ending on the Lease Expiration Date.
- J.2 Lease Commencement Date: The date Landlord delivers the Premises to Tenant in "as-is" condition. Landlord anticipates that the Lease Commencement Date will be July 1, 2020.
- J.3 Lease Expiration Date: The last day of the month in which the seventy-two (72) anniversary of the Rent Commencement Date occurs.
- J.4 Rent Commencement Date: November 1, 2020 [For the avoidance of doubt, if the Lease Commencement Date occurs prior to the Rent Commencement Date, Tenant shall not be required to pay Base Rent prior to the Rent Commencement Date, subject to the Abatement Period.]

K. Base Rent:

		<u>Annual</u>		<u>Monthly</u>
<u>Lease Year</u>		<u>Base Rent</u>		<u>Base Rent</u>
1	\$	79,215.75	\$	6,601.31
2	\$	81,394.18	\$	6,782.85
3	\$	83,632.52	\$	6,969.38
4	\$	85,932.41	\$	7,161.03
5	\$	88,295.55	\$	7,357.96
6	\$	90,723.68	\$	7,560.31

Notwithstanding the foregoing, so long as Tenant is not in default under the Lease beyond any applicable notice and cure periods, Landlord shall abate one hundred percent (100%) of the monthly Base Rent installment for the first three (3) full calendar months of the first Lease Year and the first full calendar month of the second Lease Year ("Abatement Period").

- L. Permitted Use: For general business office use and for no other purpose
- M. Security Deposit: Six Thousand Six Hundred One and 31/100 Dollars (\$6,601.31)
- N. Additional Rent:
- N.1 Base Year for Operating Expenses: Calendar Year 2021
- N.2 Base Year for Real Estate Taxes: Calendar Year 2021
- N.3 Tenant's Pro Rata Share of Operating Expenses: 3.07%
- N.4 Tenant's Pro Rata Share of Real Estate Taxes: 3.07%
- O. Allowance/Buildout: None – "As-Is"
- P. Guarantor: Intentionally Deleted
- Q. Signage Fees: Per the Landlord Services section of the Lease, the following fees are payable to Landlord:
- Directory Fee: None
- R. Brokers:
- R.1 Tenant: CBRE
- R.2 Landlord: Avison Young
- S. Parking: Six (6) unreserved parking permits as more specifically described in Section 26.

Section 1. Leased Premises.

1.01 In consideration of the Rent hereinafter reserved and of the covenants hereinafter contained, Landlord does hereby lease to Tenant, and Tenant hereby leases from Landlord, the Premises (shown on Exhibit "A" attached hereto) reserving, however, to Landlord space for and use of all necessary pipes, ducts, conduits, cables, plumbing, vents and wires leading to and from the portions of the Building not hereby leased and to and through the Premises which will not unreasonably interfere with Tenant's use of the Premises. Landlord expressly reserves the right to change the name of the Building without notice to Tenant. The Building and the real property on which it is situated and any other improvements thereon are sometimes hereinafter collectively referred to as the "Property."

Section 2. Term; Possession.

2.01 The term of this Lease shall commence on the Lease Commencement Date, and shall terminate at 12:00 o'clock, midnight, on the Lease Expiration Date. The term "Lease Year" shall refer to each consecutive twelve (12) month period elapsing from and after Rent Commencement Date, provided however, if the Rent Commencement Date is other than the first day of a calendar month, the term "Lease

Year” shall refer to each consecutive twelve (12) month period elapsing from and after the first day of the first calendar month following the Rent Commencement Date; provided that in any event, the first Lease Year shall commence on the Rent Commencement Date.

2.02 If delivery of possession of the Premises shall be delayed beyond the date specified above for the commencement of the term of this Lease, Landlord shall not be liable to Tenant for any damages resulting from such delay and, accordingly, the postponement of Tenant’s obligation to pay Rent, shall be Tenant’s sole remedy and shall constitute full settlement of all claims that Tenant might otherwise have against Landlord by reason of the Premises not being ready for occupancy by Tenant on the targeted commencement date. Notwithstanding anything to the contrary contained in the Lease, Landlord shall not be obligated to tender possession of any portion of the Premises or other space leased by Tenant from time to time hereunder that, on the date possession is to be delivered, is occupied by a tenant or other occupant or that is subject to the rights of any other tenant or occupant, nor shall Landlord have any other obligations to Tenant under this Lease with respect to such space until the date Landlord: (1) recaptures such space from such existing tenant or occupant; and (2) regains the legal right to possession thereof. This Lease shall not be affected by any such failure to deliver possession and Tenant shall have no claim for damages against Landlord as a result thereof, all of which are hereby waived and released by Tenant. If delivery of possession of the Premises shall be delayed by reason of any delay caused by Tenant, or any agent, employee or contractor or Tenant, then and in such event the Lease Commencement Date shall be the date determined by Landlord upon which possession would have been tendered to Tenant in the absence of such delay. If applicable, Tenant will execute the Commencement Date Certificate attached to this Lease as Exhibit D within five (5) days of Landlord’s request therefor.

2.03 The parties acknowledge and agree that Tenant is presently a tenant under a lease with the Landlord for certain premises (“BR Premises”) at 1420 Beverly Road, Suite 380, McLean, Virginia, 22101 (the “Beverly Road Lease”) as of the date of this Lease, and that the term of the Beverly Road Lease terminates on October 31, 2020. Tenant acknowledges and agrees that Tenant shall continue to pay all rent and additional rent under the Beverly Road Lease through October 31, 2020 even if the Lease Commencement Date under this Lease occurs and Tenant vacates the BR Premises prior to October 31, 2020.

2.04 If Landlord fails to deliver possession of the Premises to Tenant in accordance with the terms of this Lease on or before October 31, 2020, Landlord shall, if Tenant so elects, permit Tenant to remain in the BR Premises at the pro-rated monthly rate under the Beverly Road Lease on October 31, 2020 for such number of days until the Lease Commencement Date under this Lease occurs. In no event shall Tenant’s post-termination occupancy of the Beverly Road Premises be deemed a holdover tenancy under the Beverly Road Lease provided Tenant vacates the BR Premises in the condition required under the Beverly Road Lease by the later of: (i) November 1, 2020, or (ii) five (5) business days after the Lease Commencement Date hereunder.

2.05 Landlord anticipates delivering the Premises to Tenant in “as-is” condition by July 1, 2020, provided, however, that if Landlord does not deliver possession of the Premises in “as-is” condition by such date, Landlord shall not have any liability whatsoever, and this Lease shall not be rendered void or voidable.

2.06 Tenant Inspection and Entry. Tenant shall be entitled, upon reasonable notice to the Landlord, to inspect and enter the Premises provided however Tenant shall not occupy the Premises until any and all occupancy permits have been issued.

Section 3. Rent.

3.01 Base Rent. Tenant hereby covenants and agrees to pay a basic annual rent (“**Base Rent**”) set forth in the Fundamental Lease Provisions, payable on demand without deduction, set off, demand or

counterclaim in equal monthly installments, in advance, on the first day of each month during the term.

3.02 Late Fees and Interest. Any installments of Rent (as hereinafter defined) which are not paid within five (5) days after the due date shall be subject each month to a late charge equal to five percent (5%) of the amount due, which shall be payable as Additional Rent. Any installment of Rent not paid within ten (10) days from the date due shall accrue interest at eighteen percent (18%) per annum (or the highest legal rate, if lower) until paid in full, which interest shall be deemed Additional Rent hereunder. Notwithstanding the foregoing, Tenant shall be permitted one late payment per calendar year without incurring a late charge, given that such payment is received within five (5) business days of receipt of written notice by Landlord of such failure.

3.03 Rent; Manner of Payment. The term "**Rent**" as used herein, includes, without limitation, (a) Base Rent (b) Operating Cost Pass-Throughs, (c) Real Estate Tax Pass-Throughs, and (d) all other amounts payable by Tenant to Landlord (whether or not the same are specifically referred to herein as Additional Rent). Items (b), (c) and (d) above may sometimes herein be referred to as "**Additional Rent**". If the term of this Lease begins on a day other than the first day of a month, Base Rent from such date until the first day of the next succeeding month shall be prorated on the basis of the actual number of days in each such month and shall be payable in advance. All payments of Rent shall be made without demand, deduction, offset or counterclaim in cash or by check, auto deposit, or wire transfer payable to Landlord c/o Agent, and delivered to the Rent Payment Address set forth in the Fundamental Lease Provisions above or to such other person and place as may be designated from time to time by written notice from Landlord to Tenant. If Tenant shall present to Landlord more than twice during the term of this Lease checks or drafts or electronic payments not honored by the institution upon which they are issued, then Landlord may require that all future payments of Rent, hereunder be made by money order, certified or cashier's check. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check for payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Lease. The acceptance by Landlord of any Rent on a date after the due date of such payment shall not be construed to be a waiver of Landlord's right to declare a default for any other late payment. Tenant's covenant to pay Rent shall be independent of every other covenant set forth in this Lease. Tenant's obligation to pay Rent accruing during the Lease Term shall survive the expiration of this Lease.

3.04 Security Deposit and First Month's Rent. Upon execution of this Lease, Tenant shall deposit with Landlord the Security Deposit defined in the Fundamental Lease Provisions and shall also deposit the first (1st) month of Base Rent, the latter to be applied to the first full month of Base Rent due hereunder. If Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of Base Rent or Additional Rent, Landlord may use, apply or retain all or any part of the Security Deposit for the payment of any Rent, or any other sum in default, or for the payment of any other amount Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage Landlord may suffer by reason of Tenant's default and Tenant shall replenish the Security Deposit upon request.

3.05 Rent Tax. Tenant shall be solely responsible for the payment of any rental, sales or use tax or other similar tax against the rentals payable hereunder, in the event such a tax shall be enacted subsequent to the date of this Lease. Any such payments shall be paid concurrently with the payments of the Rent on which the tax is based.

3.06 Additional Rent for Operating Expenses and Real Estate Taxes.

3.06.1 If, in any calendar year during the Lease Term after the Base Year for Operating Expenses (as defined in the Fundamental Lease Provisions), the amount of Operating Expenses exceeds the amount of Operating Expenses in the Base Year for Operating Expenses, then Tenant shall pay, as Additional Rent to Landlord, an amount ("**Operating Cost Pass-Throughs**") which is the product of (A) the amount of such increase in Operating Expenses, multiplied by (B) Tenant's Pro Rata Share of Operating Expenses set forth in the Fundamental Lease Provisions. The amount determined by the aforesaid calculation shall be "**Tenant's Operating Cost Pass-Throughs**".

3.06.2 If, in any calendar year during the Lease Term after the Base Year for Real Estate Taxes, the amount of Real Estate Taxes exceeds the amount of Real Estate Taxes in the Base Year for Real Estate Taxes, then Tenant shall pay, as Additional Rent to Landlord, an amount which is the product of (1) the amount ("**Real Estate Tax Pass-Throughs**") of such increase in Real Estate Taxes, multiplied by (2) Tenant's Pro Rata Share of Real Estate Taxes set forth in the Fundamental Lease Provisions. The amount determined by the aforesaid calculation shall be "**Tenant's Real Estate Tax Pass-Throughs**".

3.06.3 Intentionally Deleted.

3.06.4 "**Operating Expenses**" shall mean any and all expenses, costs and disbursements (but not specific costs billed to and paid by specific tenants) of every kind and nature incurred by Landlord in connection with the ownership, management, operation, maintenance, servicing and repair of the buildings and appurtenances thereto comprising the Building, including without limitation the parking areas and the common areas thereof, and the land underlying the buildings (the "**Land**"), including but not limited to employees' wages, salaries, welfare and pension benefits and other fringe benefits; payroll taxes; the costs, including reasonable attorneys' fees, of appealing assessments of Real Estate Taxes; telephone service; painting of common areas of the Building; exterminating service; detection and security services; concierge services; sewer rents and charges; premiums for fire and casualty, liability, rent, workmen's compensation, sprinkler, water damage and other insurance; repairs and maintenance; building supplies; uniforms and dry cleaning; snow removal; the cost of obtaining and providing electricity, water and other public utilities to all areas of the Building; trash removal; janitorial and cleaning supplies; and janitorial and cleaning services; window cleaning; service contracts for the maintenance of elevators, boilers, HVAC and other mechanical, plumbing and electrical equipment; fees for all licenses and permits required for the ownership and operation of the Land and the Building; business license fees and taxes, including those based on Landlord's rental income from the Building; sales and use taxes payable in connection with tangible personal property and services purchased for the management, operation, maintenance, repair, cleaning, safety and administration of the Land and the Building; legal fees; accounting fees relating to the determination of Operating Expenses and the tenants' share thereof and the preparation of statements required by tenant's leases; asset management fees; management fees, whether or not paid to any person having an interest in or under common ownership with Landlord; purchase and installation of indoor plants in the common areas; and landscaping maintenance and the purchase and replacement of landscaping services, plants and shrubbery. If Landlord makes an expenditure for a capital improvement to the Land or the Building by installing energy conservation or labor-saving devices to reduce Operating Expenses, or to comply with any law, ordinance or regulation pertaining to the Land or the Building, and if, under generally accepted accounting principles, such expenditure is not a current expense, then the cost thereof shall be amortized over a period equal to the useful life of such improvement, determined in accordance with generally accepted accounting principles, and the amortized costs allocated to each calendar year during the Lease Term, together with an imputed interest amount calculated on the unamortized portion thereof using an interest rate of twelve percent (12%) per annum, shall be treated as an Operating Expense.



Notwithstanding the foregoing, any Operating Expense shall not include the following: (i) depreciation of the Building (except as otherwise provided herein), (ii) payments of principal and interest on any mortgages (hereinafter defined), deeds of trust or other encumbrances upon the Building or Land; (iii) the cost of painting, decorating or renovating a specific tenant's space or prospective tenant's space (specifically excluding base building improvements and systems and the common areas of the Property), unless such items are similarly provided to, or benefit generally, other tenants in the Building; (iv) the cost of any repair, restoration, replacement or other item, to the extent Landlord is actually reimbursed therefor by insurance, warranties or condemnation proceeds or which would have been reimbursed had Landlord carried the insurance required to be carried by Landlord hereunder; (v) leasing commissions, attorneys' fees, advertising costs, space planning fees, construction costs and other fees incurred by Landlord to lease space in the Building to tenants or prospective tenants of the Building; (vi) rental payments made under any ground lease, except with respect to any portion thereof relating to the pass-through of any operating costs or real estate taxes incurred by the ground lessor; (vii) costs incurred in connection with the operation of the parking garage serving the Building, except for ordinary maintenance and repairs not paid by any third party operator thereof; (viii) Real Estate Taxes; (ix) expenses for capital improvements as determined in accordance with the generally accepted accounting principles (except as set forth above); (x) salaries and fringe benefits of employees above the grade of building manager, unless and to the extent said employee is providing services relating to the operation, maintenance or repair of the Building; (xi) costs incurred to remedy a violation of any legal requirement relating to the common area of the Building, but only to the extent such violation existed as of the Lease Commencement Date under the legal requirements then in effect; (xii) the profit increment paid by Landlord for services to a corporation or entity controlled by or under common control with Landlord, to the extent the total amount paid by Landlord for such services are not comparable to amounts paid for similar services provided to first-class office buildings in Northern Virginia providing services similar to, and to the same level as, those provided for the Building; (xiii) any penalties, fines, damages, late charges or interest incurred as a result of Landlord's violation of any federal, state or local law or regulation, unless the violation results from the act or omission of Tenant, any other tenant of the Building (to the extent not recovered directly from such tenant); (xiv) expenses of Landlord relating to maintaining Landlord's existence and functioning either as a corporation, partnership or other entity (xv) costs of investigating and/or removing Hazardous Materials (hereinafter defined) from the base Building structure or the common areas to the extent such Hazardous Materials (i) exist therein as of the Lease Commencement Date in violation of any applicable laws then in effect or (ii) were introduced to the Building by Landlord, or its agents or employees in violation of any applicable laws then in effect; (xvi) art work costing in excess of Fifteen Thousand Dollars (\$15,000.00); and (xvi) political or charitable contributions.

3.06.5 "Real Estate Taxes" shall mean all taxes, assessments and governmental charges (including without limitation all real estate taxes, gross revenue and receipts taxes and any other licensing charges in the nature of a tax on the operation of the Building, whether federal, state, county or municipal, and whether they be by taxing districts or authorities presently taxing the Building or by others, subsequently created or otherwise, and any other taxes and assessments attributable to the Land or the Building (or its operation) whether or not directly paid by Landlord, excluding, however, federal and state taxes on income from the Building. It is agreed that Tenant will be responsible for all taxes on its personal property and on the value of the Tenant Improvements (as defined in Article 9).

3.06.6 If at any time during a calendar year following the Base Year ("Subsequent Year"), less than ninety-five percent (95%) of the total rentable square feet of office space in the Building is occupied by tenants, the amount of Operating Expenses and/or Real Estate Taxes for any such Subsequent Year shall be deemed to be the amount of Operating Expenses and/or Real Estate Taxes

as reasonably estimated by Landlord that would have been incurred if the Building were fully occupied during such Subsequent Year.

3.06.7 Within a reasonable time period following the end of any calendar year, Landlord shall furnish to Tenant a statement of Landlord's estimate of the Operating Cost Pass-Throughs (hereinafter defined) and Real Estate Tax Pass-Throughs (hereinafter defined) for the current calendar year. Such statement shall show the amount of Operating Cost Pass-Throughs, if any, and the amount of Real Estate Tax Pass-Throughs, if any, payable by Tenant for such year on the basis of Landlord's estimate. Commencing on the first day of the first calendar month following the Base Year, and continuing on each monthly rent payment date thereafter until further adjustment pursuant to this Section, Tenant shall pay to Landlord one-twelfth (1/12) of the amount of said estimated Operating Cost Pass-Throughs and estimated Real Estate Tax Pass-Throughs. Within ninety (90) days after the expiration of each calendar year ("Expired Year") during the Lease Term, or as soon as is reasonably practical thereafter, Landlord shall furnish to Tenant a statement (the "Expense Statement") showing the actual Operating Expenses and Real Estate Taxes for the Expired Year. The Expense Statement shall be conclusive and binding on Tenant. In case of an underpayment, Tenant shall, within fifteen (15) days after the receipt of such statement, pay to Landlord an amount equal to such underpayment. In case of an overpayment, Landlord shall credit the next monthly rental payment by Tenant with an amount equal to such overpayment. Additionally, if this Lease shall have expired, Landlord shall apply such excess against any sums due from Tenant to Landlord and shall refund any remainder to Tenant within one hundred and twenty (120) days after the expiration of the Lease Term, or as soon thereafter as possible.

3.06.8 Tenant's obligation to pay Operating Cost Pass-Throughs and Real Estate Tax Pass-Throughs shall survive the expiration or other termination of this Lease with respect to any period during the Lease Term hereof and with respect to any holdover period of occupancy following the expiration of the Lease Term.

3.06.9 At any time within one hundred eighty (180) days following Tenant's receipt of an Expense Statement for any calendar year, Tenant shall have the right to retain any consultant or auditor acceptable to Tenant who regularly conducts reviews of operating expenses who is an independent, certified public accountant who is hired by Tenant on a non-contingent fee basis to conduct an audit or review of Operating Expenses the prior calendar year (a "Tenant's Auditor"). Tenant shall not be entitled to delay any payment under this Lease during the pendency of any such inspection. Except as expressly provided for below, Tenant shall bear all costs of any such inspection. Tenant shall keep the results of any such audit confidential, except to the extent (x) reasonably required to be revealed in any legal action or negotiations between Landlord and Tenant relating to operating expenses, or (y) as may otherwise be required by law. In addition to its right to audit the Expense Statement, Tenant shall also be permitted to audit the Base Year in connection with the first audit performed by Tenant hereunder. As part of any audit, Landlord shall reasonably cooperate with Tenant at Tenant's request in exercising Tenant's rights to audit or otherwise review the expenses of any property owners and/or unit owners association to which the Building is subject. Tenant may review those books and records of Landlord and support documentation related thereto with respect to the calendar year in question (and at Tenant's request, with respect to the first audit performed by Tenant, the Base Year) that are related to operating expenses and/or Landlord's determination of Tenant's Proportionate Share thereof. Landlord shall maintain its books and records in accordance with GAAP. The results of the audit shall be shared with Landlord if based on such audit Tenant still disputes the Expense Statement. If such audit or review reveals that Landlord has overcharged Tenant and Landlord does not provide evidence substantiating the amount charged to Tenant, then within thirty (30) days after the results of such audit are made available to Landlord, Landlord shall reimburse Tenant for the amount of the overcharge from the

date that Landlord delivered the Expense Statement to Tenant) by applying such amount against Rent, unless this Lease has expired or been terminated, in which event Landlord shall refund such amount to Tenant.

Section 4. Landlord's Services.

4.01 Landlord covenants and agrees that it will, furnish:

(i) heat and air conditioning to the Premises between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday and between 9:00 a.m. and 1:00 p.m. Saturday of each week, except holidays recognized by the U.S. Government. Landlord, at its sole option, may (i) provide overtime HVAC at the Building during hours and at overtime costs determined by Landlord and (ii) change the above listed hours of operation.

(ii) electricity for lighting purposes and operation of ordinary office equipment, including low-wattage office machines such as desk-top microcomputers, desk-top calculators and typewriters, but excluding, high-wattage computers and other equipment requiring heavier than normal office use of electricity ("Excess Use") as determined by Landlord, which Excess Use may be submetered by the Landlord and the cost of such Excess Use and the cost of supplying and installing the submeters may be billed to the Tenant as Additional Rent;

(iii) elevator service with at least one (1) elevator in working condition at all times;

(iv) janitor and char services Monday through Friday of each week, after 5:00 p.m. except holidays recognized by the U.S. Government;

(v) Landlord will provide and maintain a directory board for the Building located in the main lobby. Landlord agrees to place Tenant's company name and suite number of the Premises on said directory board, at Landlord's sole cost. Landlord shall also provide Tenant with one building standard suite entry sign which shall be placed on or adjacent to Tenant's suite entry door, at Landlord's sole cost and expense. Changes to either the building directory or the suite entry sign during the course of the Lease shall be performed by Landlord, at the sole cost and expense of the Tenant, within a reasonable time following Tenant's written request which request must be delivered together with a One Hundred Dollar (\$100.00) change fee.

4.02 Limitation of Liability. Landlord will not be in default under this Lease or be liable to Tenant or any other person for direct or consequential damage, or otherwise, for either the failure to supply, or, the sufficiency of (if required or supplied) any heat, air-conditioning, ventilation, elevator, cleaning, lighting or security service; for surges or interruptions of electricity; or for other services Landlord has agreed to supply during any period when Landlord uses reasonable diligence to supply or restore such services, nor shall any such failure to supply constitute a constructive eviction of Tenant. Landlord will use reasonable efforts to remedy any interruption in the furnishing of those services required of Landlord hereunder. Landlord reserves the right to temporarily discontinue such services at such times as may be necessary by reason of accident; repairs, alterations or improvements; strikes; lockouts; riots; acts of God; governmental preemption in connection with a national or local emergency; any rule, order or regulation of any governmental agency; conditions of supply and demand that make any product unavailable; Landlord's compliance with any mandatory governmental energy conservation or environmental protection program; or Landlord's compliance with any voluntary governmental energy conservation program at the request of or with consent or acquiescence of Tenant; or any other happening beyond the control of Landlord. Notwithstanding the foregoing or any other provision of this Lease, if (i) the services to be provided by Landlord pursuant to this Lease are interrupted, or access to the Building is denied, or the Premises (or



applicable portion) is untenantable due to the presence of Hazardous Materials in violation of legal requirements, or the Premises (or applicable portion) is untenantable due to construction in the Building for a period of more than five (5) consecutive days (a "Threshold Period") and (ii) such interruption renders all or any portion of the Premises unusable by Tenant for Tenant's ordinary and customary business purposes (it being understood that denial of access to the Building shall be deemed to render the entire Premises unusable), and the Premises or such portion thereof are not used by Tenant, then, Tenant shall be entitled to a pro rata abatement of Base Rent and Additional Rent on account of Operating Expenses and Real Estate Taxes (based on the portion of the Premises that has been so rendered unusable) beginning on the first (1st) day after expiration of the applicable Threshold Period that the Premises or such portion are unusable for Tenant's ordinary and customary business purposes (and not used) and continuing until the Premises or such portion thereof are rendered usable for Tenant's ordinary and customary business purposes.

4.03 Subject to Section 15.02, Landlord agrees to save Tenant, its officers, directors, members, managers and employees harmless and indemnified from all loss, damage, liability or expense incurred, suffered or claimed by any person whomsoever arising from or related to: Landlord's gross negligence or willful misconduct or breach of its obligations under this Lease, unless caused by Tenant.

Section 5. Improvements

5.01 "As Is" Condition. Except as otherwise expressly set forth herein, Tenant accepts the Premises in "as is" "where-is" condition without the obligation of Landlord to perform any work to the Premises.

Section 6. Upkeep of Premises.

6.01 Except as provided herein, Tenant agrees to maintain the Premises in good order and repair (normal wear and tear excepted) during the term of this Lease. Tenant shall be responsible for maintenance and repair of any of Tenant's fixtures and personal property in the Premises, and the maintenance and repair of any appliances, plumbing fixtures or connections exclusively serving the Premises, and other infrastructure related items. Landlord shall not be liable to Tenant for any damage or inconvenience and Tenant shall not be entitled to any abatement or reduction of Rent by reason of any repairs, alterations or additions made by Landlord with respect to the Property or the Premises.

Section 7. Use of Premises.

7.01 Tenant covenants to use the Premises only for the Permitted Use defined in the Fundamental Lease Provisions and for no other purpose, subject to and in accordance with all applicable zoning and other governmental regulations. Tenant, at its cost and expense, will observe and comply promptly with all present and future laws, ordinances, regulations, orders or other legal requirements of any other public or quasi-public authority having jurisdiction over the Premises. All property of any kind which may be on the Premises shall be at the sole risk of Tenant or those claiming through or under Tenant. Tenant will not install any cigarette, food or beverage vending machines in or about Premises.

7.02 Lawful Use. Tenant shall not permit the Premises, or any part thereof, to be used for any disorderly, unlawful or hazardous purpose to Landlord or other tenants, nor for the manufacture of any product therein. In the event that by reason of Tenant's use of the Premises or any alterations or other work performed by or on behalf of the Tenant within the Premises or the Building shall result in any governmental requirement that the Landlord expend any funds for compliance with any governmentally required modifications, upgrades, alterations or other legal compliance requirements enacted after the Lease Commencement Date, Tenant shall be solely liable for such expense and Tenant shall hold harmless and indemnify Landlord from



and against any such costs or expenses.

Section 8. Tenant's Agreement.

8.01 Tenant covenants and agrees:

- (a) to timely pay Landlord all Rent during the term;
- (b) to save Landlord, its officers, directors, members, managers, partners and employees and its Agent and Agent's officers, directors, members, managers, partners and employees, harmless and indemnified from all loss, damage, liability or expense incurred, suffered or claimed by any person whomsoever arising from or related to: Tenant's negligence, Tenant's use or occupancy of the Premises, the Property, or of anything thereon (including but not limited to the parking facilities in or adjacent thereto), water, steam, electricity, or other agency, or any injury, loss, or damage to any person or the property upon the Premises not caused by the gross negligence of Landlord, and to be answerable for all nuisances caused or suffered on the Premises or caused by Tenant in the Property, the parking facilities, or on the approaches thereto;
- (c) not to damage or deface the Premises or lobbies, hallways, stairways, elevators, parking and other facilities or approaches thereto of the Property, or the fixtures therein or used therewith, nor to permit any holes to be made in any of the same;
- (d) not to suffer or permit any trade or occupation to be carried on or use made of the Premises which shall be unlawful, noisy, offensive, or injurious to any person or property, or such as to increase the danger of fire or affect or make void or voidable any insurance on the Building or which may render any increased or extra premium payable for such insurance or which shall be contrary to any law, ordinance or regulation, rule or regulation from time to time established by any public authority;
- (e) not to move any furniture, fixtures or equipment into or out of the Premises except at such times and in such manner as Landlord may from time to time reasonably designate;
- (f) not to place upon the interior (that can be seen from the exterior) or exterior of the Property, the Building, window or any part thereof or door of the Premises (or Tenant's suite entry door), any placard, sign, lettering, flags, advertisement, phone numbers, symbols, pictures, window covering or drapes except such and in such place and manner as shall have been first approved in writing by Landlord which approval may be withheld in the sole and unfettered discretion of Landlord; to park vehicles only in the areas from time to time designated by Landlord; not to use any floor adhesive in the installation of carpeting without the prior written approval of Landlord;
- (g) to conform to (including all of Tenant's agents, invitees, contractors and employees) all rules and regulations from time to time established by the appropriate insurance rating organization and to all Building Rules and Regulations and Construction Rules and Regulations from time to time established by Landlord, including without limitation those attached to this Lease as Exhibits hereto;
- (h) to maintain and keep in good repair all plumbing fixtures, drains, grease traps, hoods, vents, generators, dedicated or supplemental HVAC unit(s) and all other infrastructure or specialty items of any kind (collectively the "Fixtures") within or which serve Tenant's Premises (and which may extend into portions of the Building, its chases, walls, etc.) and to pay Landlord the cost of any repair performed by Landlord. In the event Landlord determines that Tenant is not adequately maintaining said Fixtures (the minimum required standard of which shall be not less than quarterly each year and via and outside service agreement with a qualified contractor approved by Landlord), whether installed by Tenant

or pre-existing in Tenant's Premises, Landlord may, upon reasonable advance notice to Tenant, repair or remove said Fixtures when and as deemed necessary by Landlord, and Tenant shall reimburse Landlord for any costs associated with said repair or removal;

(i) to be responsible for cost of removal of bulk trash or excessive trash at time of move-in, during occupancy and at move out;

(j) not to obstruct or interfere with the rights of other tenants;

(k) not to place a load on any floor exceeding the floor load which such floor was designed to carry in accordance with the plans and specifications of the Building, and not to install, operate, or maintain in the Premises any safe or any item of equipment except in such manner and in such location as Landlord shall prescribe so as to achieve a proper distribution of weight;

(l) not to conduct or permit in the Premises either the generation, treatment, storage or disposal of any hazardous wastes or toxic substances of any kind as defined in the Comprehensive Environmental Response, Compensation and Liability Act or any other present or future federal, state, county or local laws or regulations concerning environmental protection, and to prohibit its assignees and subleases and employees, agents and contractors (collectively "**Permittees**") from doing so; and Tenant shall indemnify, defend and hold Landlord and its agents and partners harmless from all loss; costs, foreseeable and unforeseeable, direct or consequential; damages; liability; fines; prosecutions, judgments, litigation; and expenses, including but not limited to clean-up costs and reasonable attorneys' fees arising out of any violation of the provisions of this Section by Tenant its employees, agents or its Permittees.

Section 9. Alterations.

9.01 Tenant shall not paint the Premises or make any alterations, additions, or other improvements in or to the Premises or install any equipment of any kind that will require any alterations or additions or affect the use of the Building water system, heating system, plumbing systems, air conditioning system, or electrical system, or install any antennae on the roof, in the windows, or upon the exterior of the Premises, without the prior written consent of Landlord which consent may be withheld in the sole and unfettered discretion of Landlord. If any such alterations or additions are made by Tenant without Landlord's consent, Landlord may correct or remove them and Tenant shall be liable for any and all expenses incurred by Landlord in the performance of such work. As used herein, the term "Minor Alteration" refers to an alteration or improvement that (a) does not affect the outside appearance of the Building and is not visible from the common areas or the exterior of the Building, (b) is non-structural and does not in any material respect impair the strength or structural integrity of the Building, and (c) does not in any material respect adversely affect the mechanical, electrical, HVAC or other systems of the Building. Notwithstanding the foregoing, (x) Landlord agrees not to unreasonably withhold, condition or delay its consent to any Minor Alteration, and (y), Landlord consents to (and no further consent shall be required for) any painting, carpeting, or other purely cosmetic changes or upgrades to the Premises so long as such work constitutes a Minor Alteration and (z) no consent shall be required for a Minor Alteration if no building permit is required in connection therewith, the cost thereof is less than \$50,000 if aggregated with all other such Minor Alterations not requiring consent in any twelve month period and such work conforms to the then existing Building specifications. All plans and specifications for any such work shall be prepared by Tenant at Tenant's expense and shall thereafter be submitted to Landlord for its prior review and written approval. All alterations and additions to the Premises shall be performed by Landlord, or Landlord's contractors, at Tenant's expense, unless Landlord shall otherwise agree in writing. If any alterations or additions are made to the Premises on behalf of Tenant during Tenant's occupancy in the Building ("Tenant Improvements"), Tenant shall pay to Landlord a Construction Coordination Fee equal to four percent (4%) percent of the hard construction cost of the work to be performed. This fee is to compensate Landlord for coordinating



access to the Building, use of the Building's systems, Landlord's review of all plans and specifications and for access to the electrical, mechanical and telephone closets, as necessary. As a condition of Landlord's consent to the use of Tenant's contractor, Tenant or Tenant's contractor must obtain and provide evidence of insurance coverage to include: (a) Worker's Compensation Coverage and (b) Public Liability and Property Damage Insurance in the amount of not less than Two Million Dollars (\$2,000,000.00) in the aggregate. All work with respect to such alterations and additions shall be done in a good, workmanlike manner and diligently prosecuted to completion to the end that the Premises shall at all times be a complete unit except during the shortest period necessarily required for such work. All alterations or additions shall, upon completion, become Landlord's property and a part of the realty surrendered to Landlord upon the expiration of this Lease, unless Landlord shall, at the time of its approval of such work require removal or restoration on the part of Tenant as a condition of such approval. Notwithstanding anything to the contrary herein, all work by Tenant shall be subject to the Construction Rules and Regulations Exhibit F attached to this Lease.

9.02 Mechanic's Liens. Tenant will pay or cause to be paid all costs and charges for work (a) done by Tenant or caused to be done by Tenant, in or to the Premises, and (b) for all materials furnished for or in connection with such work. Tenant will not allow mechanics liens to be filed in connection with such work and will indemnify Landlord against and hold Landlord, the Premises, and the Property free, clear and harmless of and from all mechanics' liens and claims of liens, and all other liabilities, liens, claims, and demands on account of such work by or on behalf of Tenant. Tenant shall remove any liens filed in violation hereof within ten days of notice thereof.

Section 10. Tenant's Claims.

10.01 Tenant covenants that no claim shall be made against Landlord by Tenant, or by any agent or servant of Tenant, or by others claiming the right to be in the Premises or on the Property through or under Tenant, for any injury, loss, damage to person or property occurring upon the Premises or the Property from any cause other than the gross negligence or willful misconduct of Landlord. Landlord will not be liable to Tenant or any other person or entity for loss of business or consequential damages. In the event that any such claim described in this Section is made against Landlord, Tenant shall indemnify and hold Landlord harmless from and against any costs (including reasonable attorney's fees), liabilities, expenses, damages or judgments arising from such claims or related thereto.

10.02 Intentionally Deleted.

Section 11. Assignment & Subletting.

11.01 Tenant will not assign, transfer, mortgage or encumber this Lease or sublet all or a portion of the Premises, without obtaining the prior written consent of Landlord in the sole and absolute discretion of Landlord, nor shall any assignment, subletting or transfer of this Lease be effectuated by operation of law or otherwise without the prior written consent of Landlord in the sole and absolute discretion of Landlord. The foregoing notwithstanding, if Tenant wishes only to sublease all or a portion of the Premises (rather than assign the Lease, the consent to which being in Landlord's sole discretion), Landlord agrees not to unreasonably withhold its consent. Landlord's consent shall not be considered unreasonably withheld if: (1) the proposed sublessee's financial responsibility does not meet the same criteria Landlord uses to select Building tenants; (2) the proposed sublessee's business is not suitable for the Building considering the business of the other tenants and the Building's prestige or would result in a violation of an exclusive right granted to another tenant in the Building; (3) the proposed use is different than the Permitted Use; (4) the proposed sublessee is an occupant of the Building; (5) Tenant is in default beyond any cure period; or (6) any portion of the Building or Premises would become subject to additional or different laws as a consequence of the proposed sublease and/or the proposed sublessee's use and occupancy of the Premises.



Tenant acknowledges that the foregoing is not intended to be an exclusive list of the reasons for which Landlord may reasonably withhold its consent to a proposed sublease. Neither the consent by Landlord to any assignment, transfer, or subletting to any party other than Landlord, nor an assignment, transfer or sublease permitted hereunder shall be construed as a waiver or release of Tenant from the terms of any covenant or obligation under this Lease, or of any guarantor under any guaranty of Lease provided to Landlord, nor shall the collection or acceptance of Rent from any such assignee, transferee, subtenant or occupant constitute a waiver of, or release of, Tenant from any covenant or obligation contained in this Lease. In the event that Tenant defaults hereunder beyond all applicable cure periods, Tenant hereby assigns to Landlord the Rent due from any subtenant of Tenant and hereby authorizes each such subtenant to pay said Rent directly to Landlord.

11.02 Prohibited Transfers. The transfer of a majority of the issued and outstanding capital stock of any corporate Tenant or subtenant of the Lease, or a majority of the total interest in any partnership Tenant or subtenant, however accomplished, and whether in a single transaction or in a series of related or unrelated transactions, will be deemed an assignment of this Lease or of such sublease requiring Landlord's consent in each instance. In addition, if Tenant is a partnership, any dissolution of Tenant or withdrawal or change, whether voluntary, involuntary or by operation of law, of partners owning a controlling interest in Tenant shall be deemed a voluntary assignment of this Lease and subject to the provisions of this Section. For purposes of this Section, the transfer of outstanding capital stock of any corporate Tenant will not include any sale of such stock by persons other than those deemed "insiders" within the meaning of the Securities Exchange Act of 1934, as amended, effected through the "over-the-counter market" or through any recognized stock exchange.

11.03 Excess Rentals or other Sums. If any sublease or assignment (whether by operation of law or otherwise, including without limitation an assignment pursuant to the provisions of the Bankruptcy Code or any other Insolvency Law) provides that the subtenant or assignee thereunder is to pay any amount in excess of the sum of (a) the rental and other charges due under this Lease plus (b) the reasonable, out-of-pocket expenses (excluding any costs attributable to vacancy periods or "downtime") which Tenant reasonably incurred in connection with the procurement or enforcement of such sublease, assignment or other transfer, then whether such excess be in the form of an increased monthly or annual rental, a lump sum payment, payment for the sale, transfer or lease of Tenant's fixtures, or leasehold improvements, or any other form (and if the subleased or assigned space does not constitute the entire Premises, the existence of such excess shall be determined on a pro-rata basis), Tenant shall pay to Landlord fifty percent of any such excess or other premium applicable to the sublease or assignment, which amount shall be paid by Tenant to Landlord as additional rent not later than thirty (30) days after any receipt thereof by Tenant. Acceptance by Landlord of any payments due under this Section shall not be deemed to constitute approval by Landlord of any sublease or assignment, nor shall such acceptance waive any rights of Landlord hereunder. Landlord shall have the right to inspect and audit Tenant's books and records relating to any sublease or assignment and expenses incurred by Tenant in connection therewith.

11.04 Process to Request Landlord's Consent. If Tenant wishes to assign the Lease or sublet all or any part of the Premises, Tenant shall, by notice in writing, advise Landlord of its intention from, on and after a stated date (which shall not be less than thirty (30) days after the date of Tenant's notice) to sublet more than twenty-five percent (25%) of the Premises for the balance or any part of the Term or assign the Lease, and, in such event, Landlord shall have the right, to be exercised by giving written notice to Tenant within fifteen (15) days after receipt of Tenant's notice, to recapture the space described in Tenant's notice and such recapture notice shall, if given, cancel and terminate this Lease with respect to the space therein described as of the date stated in Tenant's notice. Tenant's notice shall state the name and address of the proposed subtenant or assignee, shall include financial statements for the proposed subtenant or assignee reasonably requested by Landlord, and a true and complete copy of the proposed sublease or assignment shall be delivered to Landlord with said notice. Tenant shall, concurrently with any request for Landlord's

consent, pay to Landlord a fee in the sum of Five Hundred and 00/100ths Dollars for Landlord's review and processing of such request and Landlord shall not be obligated to review such request prior to Landlord's receipt of such fee. If Tenant's notice shall cover all of the space hereby demised, and Landlord shall give the aforesaid recapture notice with respect thereto, the Term of this Lease shall expire and end on the date stated in Tenant's notice as fully and completely as if that date had been herein definitely fixed for the expiration of the Term. If, however, this Lease be canceled pursuant to the foregoing with respect to less than the entire Premises, the Rent and the escalation percentages herein reserved shall be adjusted on the basis of the number of square feet retained by Tenant in proportion to the Rent and escalation percentages reserved in this Lease, and this Lease as so amended shall continue thereafter in full force and effect.

Section 12. Right of Access.

12.01 Landlord may, at reasonable times with reasonable advance notice (and at any time and without prior notice in the event of an emergency as determined by Landlord) during the Lease Term enter to view or inspect the Premises; to determine whether Tenant is complying with its obligations under this Lease; to show the Premises to others; to make repairs to the Building or Premises; to replace, repair, alter or make new or change any fixtures, pipes, wires, ducts, conduits or other construction therein; or to remove placards, signs, lettering, window or door coverings and the like not expressly consented to. Landlord shall maintain a master key for entry at all times during the Term and Tenant shall promptly notify Landlord and provide Landlord with a new master key at Tenant's cost and expense if Tenant shall at any time change the locks on the suite entry doors. Tenant waives any claim against Landlord, its agents, employees, or contractors for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by any entry in accordance with this Section. During the last six (6) months of the Term, Landlord may enter to place and maintain notices for letting, free from hindrance or control of Tenant, or to show the Premises to prospective tenants thereof at times which will not unreasonably interfere with Tenant's business. If Tenant shall abandon the Premises during the term of this Lease, Landlord shall have the unrestricted right to enter the same after Tenant's moving to make preparations for the succeeding tenant or for any other purpose whatever, without affecting Tenant's obligation to pay Rent for the full term.

Section 13. Surrender of Possession.

13.01 Tenant covenants at its sole cost and expense, at the expiration or other termination of this Lease: to remove all goods, equipment, personal property and effects from the Premises not the property of Landlord; to remove any items, improvements or alterations (collectively the "**Removables**") upon notice by Landlord of Removables to be removed (such notice to be provided to Tenant at the time of initial approval of such Removable). Tenant shall leave the Premises in broom clean condition and in good order and repair, reasonable wear and tear excepted; and to yield up to Landlord the Premises and all keys, gate cards, security cards, locks and other fixtures connected therewith in good repair, order and condition in all respects, reasonable wear and tear and damage by fire or other casualty, not caused by Tenant's act or neglect, excepted. Any of Tenant's equipment, alterations, goods, personal property and effects not so removed may, at Landlord's election and without limiting Landlord's right to compel removal thereof, be deemed abandoned and may be retained by Landlord as its property or be disposed of by Landlord, at Tenant's sole cost and expense, without accountability, in such manner as Landlord may see fit.

13.02 Landlord Costs. In the event Landlord incurs any costs or expenses, whether direct or indirect, due to Tenant's failure to abide by any provisions contained in this Surrender of Possession section, Tenant shall reimburse Landlord for its actual costs incurred.

13.03 Move-in/Move-out. Tenant move-in and move-out shall be coordinated through Landlord's Agent



and shall be subject to the following limitations, conditions and costs: (i) Tenant shall notify Agent at least fifteen (15) days prior to any moving; (ii) all moves shall occur during non-business hours, (i.e. Monday-Friday before 8:00 a.m. or after 6:00 p.m. or Saturday before 9:00 a.m. or after 2:00 p.m. or Sunday); (iii) Tenant shall cover all floors on all levels of the Building over which Tenant's property shall be moved; (iv) Tenant shall cover the floor and walls of the elevator cabs with padding approved by the Landlord or Landlord's Agent; (v) Tenant shall remain liable for all costs and expenses incurred by Landlord resulting from any damage caused by Tenant's move or Tenant's failure to adhere to the procedures and conditions described herein; (vi) Landlord may, at Tenant's expense, elect to have a Building staff member present during Tenant's move-in or move-out; (vii) Tenant shall comply with all other rules and regulations promulgated by Landlord from time to time.

Section 14. Insurance.

14.01 Tenant shall, at its cost and expense, obtain and maintain at all times during the term of this Lease (and prior to the term of this Lease in the event any inspections, construction, wiring and/or any other work occurs within the Building or Premises on behalf of Tenant or by Tenant's contractors), for the protection of Landlord, Landlord's agents and Tenant, Public Liability insurance (Comprehensive General Liability or Commercial General Liability) including Contractual Liability insurance, with a combined personal injury and property damage limit of not less than Two Million Dollars (\$2,000,000) for each occurrence and not less than Three Million Dollars (\$3,000,000) in the aggregate, insuring against all liability of Tenant and its authorized representatives arising out of and in connection with Tenant's use or occupancy of the Premises. Landlord and Landlord's agent shall be named as additional insureds. Tenant shall, at its cost and expense, obtain and maintain at all times during the term of this Lease, fire and extended coverage insurance on the Premises and its contents, including any leasehold improvements made by Tenant, for the full replacement value thereof in an amount sufficient so that no co-insurance penalty shall be invoked in case of loss. Tenant shall increase its insurance coverage, as required, but not more frequently than each year if, in the reasonable opinion of Landlord or the mortgagee of Landlord, the amount of public liability and property damage insurance coverage at that time is not adequate. All insurance required under this Lease shall be issued by insurance companies licensed to do business in the state or jurisdiction in which the Building is located. Such companies shall have a policyholder rating of at least A and be assigned a financial size category of at least Class VIII as rated in the most recent edition of Best's Key Rating Guide for insurance. All such policies shall require thirty (30) days written notice from the insurance company to Landlord before cancellation or any change in the coverage, scope or amount of any policy. Each policy, or a certificate showing it is in effect, together with evidence of payment of premiums, shall be deposited with Landlord at the commencement of the Lease, and renewal certificates or copies of renewal policies shall be delivered to Landlord at least thirty (30) days prior to the expiration date of any policy.

14.02 Waiver of Subrogation. Each party hereby waives every right or cause of action for the events which occur or accrue during the Lease Term for any and all loss of, or damage to, any of its property (whether or not such loss or damage is caused by the fault or negligence of the other party or anyone for whom said other party may be responsible), which loss or damage would be covered by fire, extended coverage, "All Risk" or similar insurance policies covering real property or personal property which are required under this Lease. Each party will give its insurance carrier written notice of the terms of the mutual waiver, and the insurance policies will be properly endorsed, if necessary, to prevent the invalidation of coverage by reason of said waiver.

Section 15. Damage and Destruction.

15.01 In the event the Premises or any part thereof, or the elevators, hallways, stairways or other approaches thereto, be damaged or destroyed by fire or other casualty from any cause, so as to render said Premises and/or approaches unfit for use and occupancy, Landlord will proceed to repair the damage,



unless, because of the substantial extent of the damage or destruction, Landlord should decide not to repair or restore the Premises or the Building, in which event and at Landlord's sole option, Landlord may terminate this Lease forthwith, by giving Tenant a written notice of its intention to terminate within ninety (90) days after the date of the casualty. In no event shall Landlord's obligation to restore require Landlord to expend for such repair and restoration work more than the insurance proceeds actually received by the Landlord as a result of the casualty. Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage or the repair thereof, except that Landlord shall allow Tenant a fair diminution of Rent on a per diem basis during the time and to the extent any damage to the Premises causes the Premises to be rendered untenable and not used by Tenant. Landlord and Tenant hereby waive the provisions of any law from time to time in effect during the Lease Term relating to the effect upon leases of partial or total destruction of leased property. Landlord and Tenant agree that their respective rights in the event of any damage to or destruction of the Premises shall be those specifically set forth herein.

15.02 Notwithstanding anything to the contrary contained in this Section 15, Landlord shall, within ninety (90) days after any casualty event which causes damage to the Premises, provide Tenant with an estimate of the time it will take to restore the Premises. If the damage to the Premises cannot in Landlord's reasonable judgment be repaired within one hundred eighty (180) days of the date of such damage, then Tenant shall have the right to terminate the Lease upon thirty (30) days' notice to Landlord. Tenant also shall be entitled to an equitable abatement of Rent with respect to that portion of the Premises rendered untenable, effective as of the date of the casualty event, if this Lease is terminated by either party pursuant to the terms of this Section 15.

Section 16. Condemnation.

16.01 This Lease shall be terminated and the rental payable hereunder shall be abated as of the date of such termination in either of the two following events, namely: (1) the forcible leasing or condemnation of the Premises or any part thereof or a sale or leasing in lieu thereof by any competent authority under right of eminent domain for any public or quasi-public use or purpose; or (2) the condemnation or a sale or leasing in lieu thereof by competent authority under right of eminent domain for any public or quasi-public use or purpose of 25% or more of the Building. The forcible leasing by any competent authority of any portion of the Building other than the Premises will have no effect upon this Lease. In case of any taking or condemnation, whether or not the term of this Lease shall cease and terminate, the entire award shall be the property of Landlord, and Tenant hereby assigns to Landlord all its right, title and interest in and to any such award. Tenant, however, shall be entitled to claim, prove and receive in the condemnation proceeding such awards as may be allowed for moving expenses and fixtures and other equipment installed by Tenant but only if such awards shall be made by the Court in addition to the award made by the Court to Landlord for the Property and improvements or part thereof so taken and such award to Tenant does not reduce the award otherwise payable to Landlord.

Section 17. Defaults and Remedies.

17.01 It is hereby mutually covenanted and agreed, that any one of the following events shall constitute a default under this Lease:

(a) if Tenant shall fail to keep or perform any covenant, condition or agreement herein contained and on the part of Tenant to be kept and performed and fails to cure same within thirty (30) days after written notice thereof, provided that if the cure of any such failure is not reasonably susceptible of performance within such thirty (30) day period, then failure by Tenant to commence to remedy such failure



within said thirty (30) days, and thereafter diligently and continuously prosecute to completion all steps necessary to remedy such default within one hundred eighty (180) days; or

(b) if Tenant shall fail to pay Rent, Additional Rent or any other amounts when due and such failure shall continue upon for a period of five (5) business days after notice to Tenant that such payment was due and not paid (provided that such notice shall be deemed given on the date such payment was due if two such notices have previously been given within twelve months prior thereto and further provided that a notice will be given on the third such default but Landlord shall not be required to afford a cure period with respect to such third default), or

(c) if Tenant shall abandon the Premises; or

(d) Intentionally Deleted;

(e) if Tenant (or Tenant's agents, invitees, contractors or employees) fails to adhere to any building rule or regulation or any construction rule or regulation set for in this Lease or the Exhibits, or

(f) if the estate hereby created shall be taken on execution or other process of law, or

(g) if Tenant shall (i) intentionally deleted, (ii) intentionally deleted (iii) make an assignment for the benefit of creditors, or (iv) file, be the entity subject to, or acquiesce in a petition in any court (whether or not filed by or against Tenant pursuant to any statute of the United States or any state and whether or not a for a trustee, custodian, receiver, agent, or other officer, for Tenant or for all or any portion of Tenant's property) in any proceeding whether bankruptcy, reorganization, composition, extension, arrangement, insolvency proceedings, or otherwise.

In each and every such case of default listed above and herein, from thenceforth and at all times thereafter, at the sole option of Landlord, Tenant shall be in default of this Lease and Tenant's right of possession shall thereupon cease and terminate, and Landlord shall be entitled to the possession of the Premises, be permitted to remove all persons and property therefrom and be permitted to reenter the same without further demand of Rent or demand of possession of the Premises, either with or without process of law, including by self-help, all at the sole risk and cost of Tenant, and without Landlord becoming liable to prosecution therefor, any notice to quit or notice of intention to reenter being hereby expressly waived by Tenant. In all cases of default, and/or in the event of a reentry or retaking by Landlord, Tenant shall nevertheless remain liable and answerable for the full Rent to the date of default, retaking or reentry and for all Rent through the balance of the Lease Term and Tenant shall forfeit all unpaid Landlord concessions, allowances for Tenant Work and all other inducements or concessions which may be referenced under the Lease. Tenant shall also be and remain answerable in damages for (i) any deficiency or loss of Rent, (ii) all related costs and expenses which Landlord may thereby sustain in re-letting the Premises to a new tenant including, without limitation, brokerage commissions, costs of improving or constructing the Premises, rental abatement, architectural fees, engineering fees and legal fees (collectively the "**Re-letting Costs**"), (iii) all costs and expenses relating to Landlord's efforts to enforce the terms of the Lease and collect amounts due hereunder, and (iv) all costs and expenses incurred by Landlord (whether incurred prior to or after Tenant's occupancy of the Premises) in connection with Tenant's initial lease (or renewals thereof) or occupancy in the Building including, without limitation, brokerage commissions, costs of improving or constructing the Premises, rental abatement, architectural fees, engineering fees and legal fees (collectively the "**Lease-Up Costs**").

In addition to the foregoing, Landlord reserves full power, at any time after any such default, to do one or more of the following in Landlord's sole discretion: (i) immediately terminate the Lease by written notice to Tenant in which event, Landlord may, at Landlord's option based on Landlord's reasonable estimate, accelerate and immediately make payable to Landlord all Rent and Additional Rent which would have due



and payable if Tenant had continued the Lease Term and completed Tenant's obligations there under through the Lease Expiration Date; (ii) re-let said Premises for the account of Tenant for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term) and on such conditions and upon such other terms (which may include Re-letting Costs as previously described) as Landlord, in its sole discretion, may determine; and/or (iii) cure the default at the expense of Tenant, and Tenant shall reimburse Landlord for any amount expended by Landlord in connection with said cure, plus interest thereon from the date such cost is incurred by Landlord. All damages and related expenses, at the option of Landlord, may be recovered by Landlord at the time of the retaking and reentry, or in separate action(s), from time to time, as Tenant's obligation to pay Rent and Additional Rent would have accrued if the term had continued, or from time to time, as said damages and related expenses shall have been made more easily ascertainable by re-lettings of the Premises. In addition, such action by Landlord may, at the sole option of Landlord, be deferred until the expiration of the Lease Term, and no cause of action by Landlord hereunder shall be deemed to have accrued until the date of the termination of said term. Landlord shall also have the right to enjoin any breach or threatened breach by Tenant of any of the covenants, agreements, terms or conditions in this Lease. The foregoing remedies of Landlord shall be cumulative, and in addition to any remedies available under applicable law.

17.02 Application of Proceeds. All Rents and payments received by Landlord from other tenants or users in any re-letting after Tenant's default shall be applied, first to the payment of such expenses as Landlord may have incurred in recovering possession of the Premises; second, to the repayment of the Re-letting Costs outlined above; third, to the repayment of any costs and expenses incurred by Landlord, either for making the necessary repairs to the Premises or in curing any default on the part of Tenant in any covenant or condition herein made binding upon Tenant; fourth, to the repayment of all Lease-Up Costs outlined above and last, any remaining Rent or payments shall be applied toward the payment of Rent and Additional Rent due from Tenant under the terms of this Lease (including all late fees, penalties and other charges outlined in the Lease), with interest of ten percent (10%) per annum (or if lower the highest legal rate), and Tenant expressly agrees to pay any deficiency then remaining. Landlord shall in no event be liable in any way whatsoever (nor shall Tenant be entitled to any setoff) for Landlord's failure to re-let the Premises. In the event Landlord re-lets the Premises, any part thereof, together with other premises, or for a term extending beyond the scheduled expiration of the term hereunder, it is understood that Tenant will not be entitled to apply any Rent, Additional Rent or other sums generated or projected to be generated by any such other premises or in the period extending beyond the scheduled expiration of the term of this Lease against Landlord's damages. Landlord, however, at its sole option, may refrain from terminating Tenant's right of possession, and in such case may enforce against Tenant the provisions of this Lease for the full term thereof.

17.03 Attorney's Fees. In the event Tenant defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease, and Landlord places in the hands of an attorney or collection agency the enforcement of this Lease for the collection of any Rent or other amounts due or for the recovery of possession of the Premises, Tenant agrees to pay, as Additional Rent, all of Landlord's costs of collection and enforcement, including reasonable attorneys' fees, court costs and other expenses, whether a suit is actually filed or not.

17.04 Landlord's Right to Cure and Injunctive Relief. In addition to other remedies provided in this Lease, Landlord shall be entitled, to the extent permitted by applicable law, to injunctive relief, or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease, or to any other remedy allowed to Landlord at law or in equity. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. If Tenant fails to perform any obligation, duty or covenant under this Lease after five (5) days following written notice thereof by Landlord (except as otherwise provided in this Lease and, circumstances believed by Landlord to constitute an emergency, no notice shall be required), Landlord shall

have the right (but not the duty), to perform such obligation, duty or covenant on behalf and for the account of Tenant. In such event, Tenant shall reimburse Landlord upon demand, as Additional Rent, for all reasonable expenses incurred by Landlord in performing such obligation. Landlord's performance of Tenant's obligations hereunder shall not be deemed a waiver or release of Tenant therefrom. In no event shall Landlord undertake any responsibility or obligation to Tenant or to any third party by reason of the reservation by Landlord of its rights hereunder, nor shall Landlord be liable or responsible for its failure to exercise its cure rights provided herein.

Section 18. Subordination Clause.

18.01 This Lease shall be subject and subordinate at all times to the lien of any mortgage or deed of trust encumbrance or encumbrances which may now or which may at any time hereafter be made a lien upon the Property, the Building of which the Premises are a part or upon Landlord's interest therein. Tenant shall execute and deliver such further instrument or instruments subordinating this Lease to the lien of any such mortgage or deed of trust, encumbrance or encumbrances as shall be desired by any mortgagee or party secured or proposed mortgagee or party proposed to be secured, and Tenant hereby appoints Landlord the attorney-in-fact of Tenant, irrevocably, to execute and deliver any such instrument or instruments for Tenant. If the Landlord's interest under this Lease shall be transferred by reason of foreclosure or other proceedings for enforcement of any mortgage or deed of trust on the Premises or Building, Tenant shall be bound to the transferee's option, under the terms, covenants and conditions of this Lease for the remaining term, including any extensions or renewals, with the same force and effect as if the transferee were Landlord under this Lease, and if requested by transferee, Tenant agrees to attorn to the transferee as its landlord. Tenant waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport to give Tenant any right to terminate or otherwise adversely affect this Lease and the obligations of Tenant hereunder in the event that any such foreclosure proceeding is prosecuted or completed. In addition, if the Landlord's leasehold interest in any ground lease shall be terminated, Tenant agrees that this Lease shall, at the option of the ground lessor, remain in full force and effect (or if terminated by law as a result of Landlord's interest being terminated, Tenant will enter into a new Lease with the identical terms and conditions of this Lease). Tenant agrees to give any Mortgagee, by certified mail, return receipt requested, a copy of any notice of default served upon Landlord, provided that prior to such notice Tenant has been notified in writing (by way of notice of Assignment of Rents and Leases, or otherwise) of the address of such mortgagees and/or trust deed holders. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the mortgagees and/or trust deed holders shall have an additional thirty (30) days within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if within such thirty (30) days, the mortgagee and/or trust deed holder has commenced and is diligently pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings, if necessary, to effect such cure), in which event this Lease shall not be terminated while such remedies are being so diligently pursued. Tenant agrees that in the event of the sale of the Land or the Building, by foreclosure or deed in lieu thereof, the purchaser at such sale shall only be responsible for the return of any Security Deposit paid by Tenant to Landlord in connection with this Lease to the extent that such purchaser actually receives such Security Deposit. Tenant further agrees that any successor to Landlord's interest shall not be bound by (i) any payment of monthly Rent or Additional Rent for more than one (1) month in advance, except prepayments in the nature of security for the performance by Tenant of its obligations under this Lease or (ii) any amendment or modification of this Lease made without the consent of Landlord's mortgagee or such successor in interest.

Section 19. Tenant Holding Over.

19.01 If Tenant shall not immediately surrender possession of the Premises at the termination of this Lease, Tenant shall become a tenant from month-to-month, provided Rent or use and occupancy payments

shall be paid to and accepted by Landlord, in advance, at a rental rate equal to one hundred fifty percent (150%) the rental payable hereunder immediately prior to the termination of this Lease. Landlord shall be entitled to such payments notwithstanding exercise of its right to obtain possession of the Premises during any such holdover. Landlord shall continue to be entitled to retake or recover possession of the Premises without the need to provide a notice to quit hereinbefore provided and Tenant shall be liable to Landlord for any loss or damage it may sustain by reason of Tenant's failure to surrender possession of the Premises immediately upon the expiration of the term hereof. Tenant hereby agrees that all the obligations of Tenant and all rights of Landlord applicable during the term of this Lease shall be equally applicable during such period of subsequent occupancy, whether or not a month-to-month tenancy shall have been created as aforesaid.

Section 20. Successors.

20.01 This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

Section 21. Notices & Demands.

21.01 All notices required or permitted hereunder shall be deemed to have been given if mailed in any United States Post Office by certified or registered mail, overnight delivery by a nationally recognized carrier such as Federal Express, UPS, or Airborne Express, postage prepaid, addressed to Landlord or Tenant, respectively at the addresses set forth in the Fundamental Lease Provisions or to such other addresses as the parties may designate in writing from time to time.

Section 22. Service of Process. Tenant consents to service of process and any pleading relating to any such action at the Premises; provided, however, that nothing herein shall be construed as requiring such service at the Premises.

Section 23. Quiet Enjoyment.

23.01 Landlord covenants and agrees with Tenant that upon Tenant paying the Rent and observing and performing all the terms, covenants and conditions, on Tenant's part to be observed and performed, Tenant may quietly enjoy the Premises hereby demised, subject, nevertheless, to the terms and conditions of this Lease and to any mortgages and deeds of trust secured by the Building.

Section 24. Waiver of Trial by Jury.

24.01 LANDLORD AND TENANT EACH AGREE TO AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES AND/OR ANY CLAIM OF INJURY OR DAMAGE, AND ANY STATUTORY REMEDY.

Section 25. Governing Law.

25.01 This Lease shall be construed and governed by the laws of the state or jurisdiction in which the Building is located without regard to the conflicts of laws principles.

25.02 For purposes of Section 55-2, Code of Virginia (1950), as amended, this Lease is and shall be deemed to be a deed of lease.

Section 26. Miscellaneous.

26.01 Tenant's Representatives. The term "**Tenant**" shall include legal representatives, successors and assigns. All covenants herein made binding upon Tenant shall be construed to be equally applicable to and binding upon its agents, employees and others claiming the right to be in the Premises, on the Property or in the Building through or under Tenant.

26.02 Pronouns. Feminine or neuter pronouns shall be substituted for those of the masculine form and the plural shall be substituted for the singular, wherever the context shall require. It is also agreed that no specific words, phrases or clauses herein used shall be taken or construed to control, limit or cut down the scope or meaning of any general words, phrases or clauses used in connection therewith.

26.03 Additional Rent. As used in this Lease "**Additional Rent**" shall consist of all sums of money, costs, expenses or charges of any kind or amount whatsoever (other than Base Rent) which Tenant assumes or agrees to pay, or which become due and payable by Tenant to Landlord under this Lease. If Tenant fails to pay Additional Rent in its entirety when due, Landlord shall have the same rights and remedies under this Lease as in the case of non-payment of Base Rent. Except as otherwise noted herein, any Additional Rent obligations shall be paid with the next installment of Base Rent.

26.04 No Offer. This Lease is submitted to Tenant on the understanding that it will not be considered an offer and will not bind the Landlord in any way until Tenant has duly executed and delivered duplicate originals to Landlord and Landlord has executed and delivered one of such originals to Tenant.

26.05 Joint and Several Liability. If Tenant is composed of more than one signatory to this Lease, each signatory will be jointly and severally liable with each other signatory for payment and performance according to this Lease. The act of, written notice to, written notice from, refund to, or signature of any signatory to this Lease (including without limitation modifications of this Lease made by fewer than all such signatories) will bind every other signatory as though every other signatory had so acted, or received or given the written notice or refund, or signed.

26.06 No Construction Against Drafting Party. Landlord and Tenant acknowledge that each of them and their counsel have had an opportunity to review this Lease and that this Lease will not be construed against Landlord merely because Landlord has prepared it.

26.07 Time of the Essence. Time is of the essence with respect to each and every provision of this Lease.

26.08 No Waiver. The waiver by Landlord of any agreement, condition or provision contained in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Lease, nor will any custom or practice that may grow up between the parties in the administration of the terms of this Lease be construed to waive or to lessen the right of Landlord to insist upon performance by Tenant in strict accordance with the terms of this Lease. The subsequent acceptance of Rent by Landlord will not be deemed to be a waiver of any preceding breach by Tenant of any agreement, condition, or provision of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.

26.09 Limitation on Recourse. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD HEREUNDER) TO TENANT AND ALL TENANT PARTIES SHALL BE LIMITED TO THE INTEREST OF LANDLORD IN THE BUILDING, AND TENANT, FOR ITSELF AND FOR ALL TENANT PARTIES, AGREES TO LOOK SOLELY TO LANDLORD'S INTEREST IN THE BUILDING

FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST THE LANDLORD, IT BEING INTENDED THAT NEITHER LANDLORD NOR ANY MEMBER, PRINCIPAL, PARTNER, SHAREHOLDER, OFFICER, AGENT, DIRECTOR OR BENEFICIARY OF LANDLORD SHALL BE PERSONALLY LIABLE FOR ANY JUDGMENT OR DEFICIENCY.

26.10 Estoppel Certificates. At any time and from time to time but within ten (10) days after prior written request by Landlord, Tenant will execute, acknowledge, and deliver to Landlord, promptly upon request, a certificate certifying (a) that this Lease is unmodified and in full force and effect or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification; (b) the date, if any, to which Rent and other sums payable under this Lease have been paid; (c) that no written notice of any default has been delivered to Landlord which default has not been cured, except as to defaults specified in said certificate; (d) that there is no event of default under this Lease or an event which, with notice or the passage of time, or both, would result in an event of default under this Lease, except for defaults specified in said certificate; and (e) such other matters as may be reasonably requested by Landlord, Landlord's lender, or any future or prospective Lender. Any such certificate may be relied upon by any prospective purchaser or existing or prospective mortgage or beneficiary under any deed of trust of the Property. Tenant's failure to deliver such a certificate within such time will be conclusive evidence of the matters set forth in it.

26.11 Severability. If any provision of this Lease proves to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected by such finding, and in lieu of each provision of this Lease that is illegal, invalid, or unenforceable a provision will be added as a part of this Lease as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

26.12 Written Amendment Required. No amendment, alteration, modification of, or addition to the Lease will be valid or binding unless expressed in writing and signed by Landlord and Tenant.

26.13 Entire Agreement. This Lease, the exhibits and addenda, if any, contain the entire agreement between Landlord and Tenant. No agreements, understandings, promises or representations, except as contained in this Lease, have been made or relied upon by either party hereto in connection with this Lease, the condition or the manner of operating the Premises or the Building. If the Tenant is presently a tenant under a lease with the Landlord for the Premises (an "Existing Lease") as of the date of this Lease, the term of such Existing Lease shall terminate immediately prior to the commencement of the Term hereunder, and Tenant shall have no right to exercise any option(s) under any such Existing Lease from and after the date hereof.

26.14 Captions. The captions of the various articles and sections of this Lease are for convenience only and do not necessarily define, limit, describe or construe the contents of such articles or sections.

26.15 Notice of Landlord's Default. In the event of any alleged default in the obligation of Landlord under this Lease, Tenant will deliver to Landlord written notice listing the reasons for Landlord's default and Landlord will have thirty (30) days following receipt of such notice to cure such alleged default or, in the event that the alleged default cannot reasonably be cured within a 30-day period, to commence action and proceed diligently to cure such alleged default.

26.16 Authority. Tenant and the party executing this Lease on behalf of Tenant represent to Landlord that such party is authorized to do so by requisite action of the board of directors or partners, as the case may be, and agree upon request to deliver to Landlord a resolution or similar document to that effect.

26.17 Brokers. Landlord and Tenant respectively represent and warrant to each other that neither party has consulted or negotiated with any broker or finder with regard to the Premises except the Broker(s)

outlined in the Fundamental Lease Provisions. Landlord and Tenant will indemnify the other against and hold the other harmless from any claims for fees or commissions from anyone with whom either party has consulted or negotiated with regard to the Premises except the Broker(s) named herein.

26.18 Guaranty: Intentionally Deleted.

26.19 Registered Agent. Landlord hereby specifically designates Corporation Service Company whose address is 100 Shockoe Slip, 2nd Floor, Richmond Virginia 23219, as Landlord's agent for the purpose of service of any process, notice, order or demand required, or permitted by law, to be served upon Landlord. Notwithstanding the foregoing, any notices or other documents required to be delivered or furnished to Landlord pursuant to all other provisions of this Lease shall also be sent to Landlord in accordance with the notice provisions of this Lease.

26.20 Events of "Force Majeure" shall include strikes, riots, acts of God, shortages of labor or materials, war, governmental law, regulations or restrictions and any other cause whatsoever that is beyond the control of Landlord. Whenever a period of time is herein prescribed for the taking of any action by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to events of Force Majeure.

26.21 Parking.

26.21.1 During the Lease Term, Landlord agrees to make available to Tenant and its employees up to six (6) monthly unreserved parking spaces, (each a "Parking Space" and collectively, the "Parking Spaces") for the parking of standard-sized passenger automobiles in the parking area of the Building (the "parking lot") on a non-exclusive, unassigned, first-come, first-served basis. There shall be no charge for such Parking Spaces. The foregoing notwithstanding, Tenant shall have the right to convert one (1) of the Parking Spaces to a reserved Parking Space ("Reserved Parking Space") for a fee of One Hundred Dollars (\$100.00) per month (subject to increase) for a "Reserved Parking Permit" the location of which Reserved Parking Space in the parking lot shall be mutually determined by Landlord from time to time. Notwithstanding the foregoing, Landlord does not guarantee the availability of any Reserved Parking Space for Tenant from and after the date thirty (30) days following the date of this Lease, if Tenant does not make an irrevocable commitment to purchase a Reserved Parking Permit available to it within said thirty (30) day period, and in fact purchases such Reserved Parking Permit within such period, and thereafter continuously maintains such Reserved Parking Permit. No specific parking spaces will be allocated for use by Tenant or any other parking lot users unless Landlord determines in its sole discretion that some or all parking spaces shall be reserved parking spaces. Landlord hereby reserves the right from time to time to designate any portion of the parking lot to be used exclusively by visitors and patrons to the Building or other tenants. The parking fee shall be paid as Additional Rent, or if directed by Landlord, pursuant to a separate agreement.

26.21.2 Tenant agrees that it and its employees shall observe reasonable safety precautions in the use of the parking lot and shall at all times abide by all rules and regulations promulgated by Landlord and the parking lot operator governing its use. Tenant's employees having the use of monthly parking permits shall be required to display an identification or parking sticker at all times in all cars parked in the parking lot. Any car not displaying such a sticker may be towed away at the car owner's expense. In addition, Landlord's and Tenant's use of the parking lot shall be subject to all applicable laws and regulations.

26.21.3 Tenant agrees that the Landlord does not assume any responsibility for, and shall not be held liable for, the performance by the parking lot operator of any agreement between Tenant and

such operator (if any), any damage or loss to any automobiles parked in the parking lot or to any personal property located therein, or for any injury sustained by any person in or about the parking lot.

26.22 OFAC Compliance. As an inducement to Landlord to enter into this Lease, Tenant hereby represents and warrants that: (i) Tenant is not, nor is it owned or controlled directly or indirectly by, any person, group, entity or nation named on any list issued by the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC") pursuant to Executive Order 13224 or any similar list or any law, order, rule or regulation or any Executive Order of the President of the United States as a terrorist, "Specially Designated National and Blocked Person" or other banned or blocked person (any such person, group, entity or nation being hereinafter referred to as a "Prohibited Person"); (ii) Tenant is not (nor is it owned or controlled, directly or indirectly, by any person, group, entity or nation which is) acting directly or indirectly for or on behalf of any Prohibited Person; and (iii) from and after the effective date of the above-referenced Executive Order, Tenant (and any person, group, or entity which Tenant controls, directly or indirectly) has not conducted nor will conduct business nor has engaged nor will engage in any transaction or dealing with any Prohibited Person in violation of the U.S. Patriot Act or any OFAC rule or regulation, including without limitation any assignment of this Lease or any subletting of all or any portion of the Premises or the making or receiving of any contribution of funds, goods or services to or for the benefit of a Prohibited Person in violation of the U.S. Patriot Act or any OFAC rule or regulation. In connection with the foregoing, it is expressly understood and agreed that (x) any breach by Tenant of the foregoing representations and warranties shall be deemed a default by Tenant under this Lease, (y) Tenant shall be responsible for ensuring that all assignees of this Lease and all subtenants or other occupants of the Premises comply with the foregoing representations and warranties, and (z) the representations and warranties contained in this subsection shall be continuing in nature and shall survive the expiration or earlier termination of this Lease.

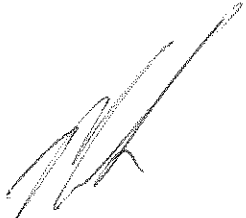
Section 27. Exhibits.

27.01 The Exhibits referenced in the Table of Contents of this Lease and as attached hereto are incorporated herein as part of this Lease. Landlord reserves the right to amend or make additions to both the Construction Rules and Regulations and/or the Building Rules and Regulations from time to time, upon written notice to Tenant of such change.



IN WITNESS WHEREOF, Landlord has hereunto executed this Lease by its duly authorized Manager and Tenant has caused its name to be hereunto subscribed and Tenant has hereunto set its hand and seal, or has caused its corporate name to be hereunto subscribed and attested by its duly authorized officer as the case may be as of the day and year first above written.

WITNESS:



(SEAL)

LANDLORD:

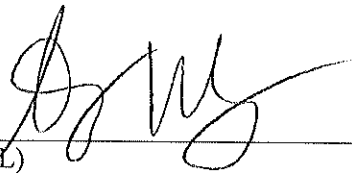
SIP / CREF 6849 Old Dominion, LLC

By: SIP 6849 Old Dominion, LLC
its Manager

By: 

Name: John H. Stewart
Title: Managing Member

WITNESS:



(SEAL)

TENANT:

Steele Foundation, LLC,
a Virginia limited liability company

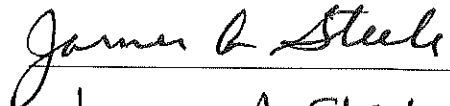
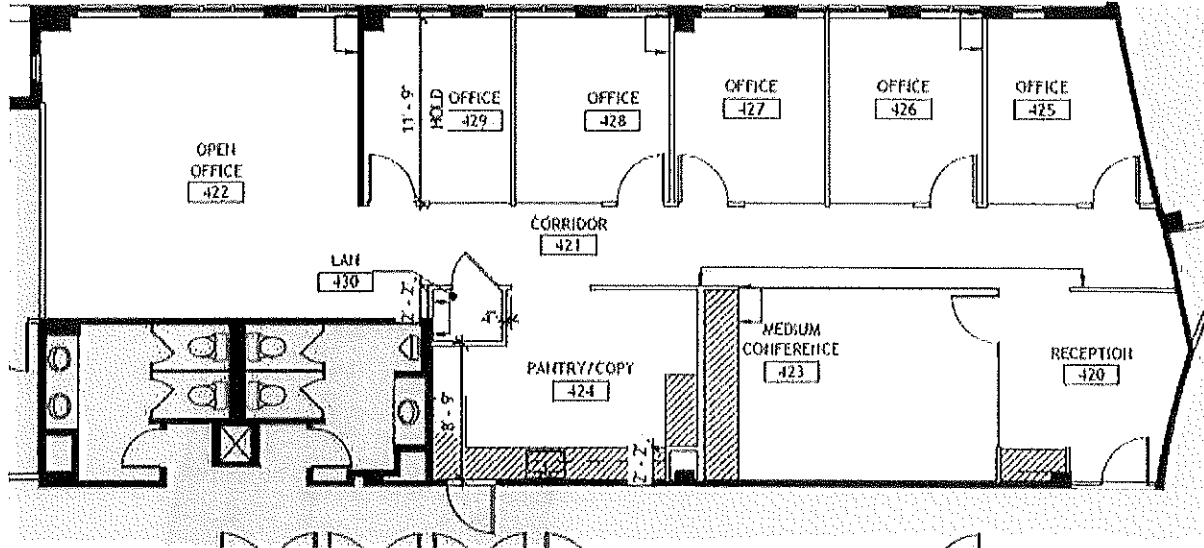
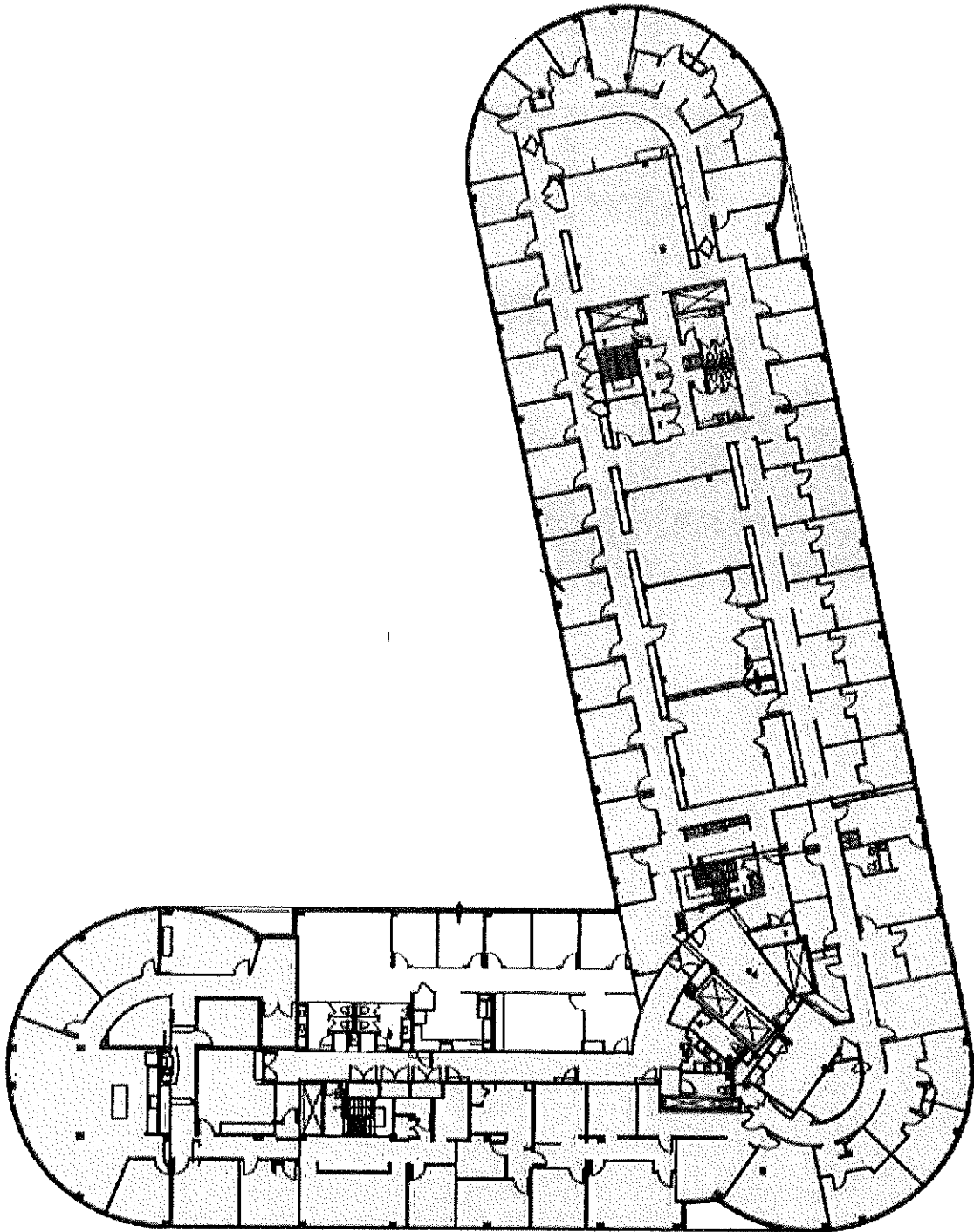
By: 
Name: James A. Steele
Title: President



EXHIBIT A
DESCRIPTION OF PREMISES





Jan

EXHIBIT B

BUILDING RULES AND REGULATIONS

1. No part or the whole of the sidewalks, entrances, passages, elevators, vestibules, stairways, corridors or halls of the Building shall be obstructed or encumbered by any tenant or used for any purpose other than ingress and egress to and from the space demised to such tenant.

2. No awnings or other projections shall be attached to the outside walls or windows of the Building. No curtains, blinds, shades, or screens (other than those furnished Landlord as part of Landlord's Work, if any) shall be attached to or hung in, or used in connection with, any window or door of the Building or the space demised to any tenant. If consent is given by Landlord for any shades or draperies, the surface facing outside the Building shall be in accordance with a color scheme approved by Landlord.

3. No sign, advertisement, object, flag, numbers, notice, symbol or lettering shall be exhibited, inscribed, painting or affixed on any part of the outside or inside of the space demised to any tenant or on the Building or in any window visible from the exterior of the Building. Interior signs on doors, corridors and directory tablets, if any, shall be inscribed, painted, or affixed for each tenant by Landlord, at tenant's expense, and shall be of a size, color, and style approved by Landlord, at Landlord's sole discretion.

4. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors, vestibules, or other public parts of the Building without prior written consent of the Landlord.

5. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances (including, without limitation, coffee grounds) shall be thrown therein. All damage resulting from any misuse of the plumbing fixtures shall be borne by the tenant who, or whose agents, employees, visitors, licensees, contractors or suppliers' shall have caused such damage.

6. No tenant, nor any of its agents, employees, visitors, licensees, contractors, or suppliers shall at any time bring or keep upon the Premises any inflammable, combustible or explosive fluid, chemical or substance, and tenant shall obey fire regulations and procedures governing the leased space and the Building.

7. No tenant shall mark, paper, paint, bore into, make any alterations or additions, or in any way deface any part, including equipment and fixtures, of the leased space or the Building of which it forms a part, without the prior written consent of Landlord. No wires shall be installed except in conduits, ducts or outlets established for that purpose, unless prior written consent of Landlord has been obtained. If any tenant desires to install any floor covering other than carpeting, subject to the prior consent of Landlord, such floor covering shall be installed in accordance with the manufacturer's specifications.

8. No bicycles or vehicles of any kind shall be brought into or kept in or about the leased space or the Building, with the exception of the parking areas in an area designated by Landlord. No cooking shall be done or permitted by any tenant in the leased space, without the prior written consent of the Landlord, provided, however, that the heating, refrigerating and preparing of beverages and light snacks shall be permitted if there are appropriate facilities and equipment for such purpose and subject to the prior written consent of Landlord. No tenant shall cause or permit any unusual or objectionable odors to be produced upon or emanate from the leased space.



9. Neither the whole nor any part of the space demised to any tenant shall be used for manufacturing, for the storage of merchandise, or for the sale at auction of merchandise, goods, or property unless approved, in writing, by Landlord.

10. No tenant shall make, or permit to be made, any unseemly or disturbing noise or disturb or interfere with other tenants or occupants of the Building or neighboring buildings or leased space whether by the use of any musical instrument, radio, television set, or other audio device, unmusical noise, whistling, singing, or in any other way. Nothing shall be thrown out of any doors, windows, skylights, or down any passageways or stairs.

11. No additional locks shall be placed upon any doors or windows of the leased space, nor any changes made in the existing locks or the mechanism thereof without approval of the Landlord or Building Management and Landlord shall be provided with copies of all keys for any door(s) within the Premises with locking capability. Doors opening onto public corridors from leased space shall be kept closed during business hours and locked when the leased space is unattended. All door keys whether furnished by Landlord or otherwise procured for offices and bathrooms shall be delivered to Landlord upon termination of the tenancy, and in event the loss of any such keys, such tenant shall pay Landlord the reasonable cost of replacement keys. An additional charge by the Landlord to Tenant shall be made for all keys in excess of two for each door opening onto a public corridor from any leased space.

12. All moving of safes, freight, furniture or bulky matter of any description, to and from the leased space, shall only take place in the elevator at times during which the elevator protective padding is in place within the elevator, passageways or stairs, and during the hours designated by Landlord. There shall not be used in any space, or in the public halls of the Building, either by the tenant or by jobbers or others, in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and sides guards.

13. No tenants shall use or occupy or permit any portion of the space demised to such tenant to be used or occupied as an employment bureau or for the storage, manufacture, or sale of liquor, narcotics or drugs. No tenant shall engage or pay any employees in the Building, except those actually working for such tenant in the Building, nor advertise for laborers giving an address at the Building.

14. Landlord shall have the right to prohibit any advertising by any tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a building for offices or medical offices, and upon notice from Landlord, such tenant shall refrain from or discontinue such advertising.

15. No tenant shall purchase or contract for waxing, rug shampooing, Venetian blind washing or interior glass washing, furniture polishing, servicing of lamps other than Building Standard lamps, removal of any garbage from any dining or eating facility, or for towel service in the leased space except from contractors, companies or persons approved by the Building Management.

16. Landlord reserves the right to control and operate the public portions of the Building and the public facilities, as well as facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally, including, without limitation, the right to exclude from the Building, between the hours of 6:00 p.m. and 8:00 a.m. on business days and at all hours on Saturdays, except 8:00 a.m. to 1:00 p.m., Sundays and holidays, all persons who do not identify themselves satisfactorily to Landlord. Each tenant shall be responsible for maintaining with Building Management and up-to-date list of such tenant employees and for giving reasonable advance notice to the Building Management of invites expected outside of regular business hours and tenant shall be liable to Landlord for all acts of such persons.

17. Each tenant, before closing and leaving the space demised to such tenant at any time, shall see that all doors are locked and all lights turned off.

18. No space demised of any tenant shall be used, or permitted to be used, for lodging or sleeping or for any immoral or illegal purpose.

19. The requirements of tenants will be attended to only upon application at the office of Landlord. Building employees shall not be required to perform, and shall not be requested by any tenant to perform, any work outside of their regular duties, unless under specific instructions from the office of Landlord or the Building Management.

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

21. No animals of any kind shall be brought into or kept about the Building by any tenant.

22. Employees of Landlord other than those expressly authorized are prohibited from receiving any packages or other articles delivered to the Building for any tenant and, should any such employee receive any such package or article, he or she in so doing shall be the agent of such tenant and not Landlord.

23. No tenant shall install or permit or allow installation of a television antenna or satellite dish on the roof, in the windows or upon the exterior of the leased space or the Building, without the prior written consent of the Landlord.

24. Safes and other heavy metal objects shall not be positioned or installed by any tenant until size and location are approved in writing by the Building Management.

25. No tenant shall tie in, or permit others to tie in, to the electrical or water supply on the Premises without prior written consent of the Building Management.

26. No tenant shall remove, alter or replace the Building Standard ceiling light diffusers in any portion of the leased space without the prior written consent of Landlord.

27. Office areas, lobbies, corridors and public restrooms are cleaned Monday through Friday after 5:00 PM. Cardboard boxes or items not in normal trash receptacles must be clearly identified as trash and placed in a convenient location for proper pick-up by the janitorial staff.

28. Except for purposes of emergency, notices, posters, or advertising media will not be permitted to be affixed in the elevators, elevator lobbies, main lobbies, windows, corridors or exterior of the Building without Landlord's prior written consent.

29. Landlord will furnish and install fluorescent tubes and light bulbs for the Building Standard fixtures only. For special fixtures Tenant will stock its own bulbs which will be installed by Landlord when so requested by Tenant at Tenant's expense.

30. Landlord does not maintain and repair suite finishes or fixtures which are non-standard; such as kitchens, bathrooms, wallpaper, special lights, etc. However, should the need for maintenance or repairs arise, Landlord will, upon Tenant's request, arrange for the work to be done at Tenant's expense, subject to the Alterations section of the Lease.



31. Business machines and mechanical equipment belonging to Tenant which can cause noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree to be objectionable to Landlord or to any tenant in the Building shall be installed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate such noise and vibration.

32. No vending machines shall be permitted to be placed or installed in any part of the Building by any tenant without the prior written consent of Landlord. Landlord reserves the right to place or install vending machines in any of the common areas of the Building.

33. Landlord reserves the right to rescind, amend, alter or waive any of the foregoing Rules and Regulations at any time when, in its judgment, it deems it necessary, desirable or proper for its best interest and for the best interests of the tenants, and no such rescission, amendment, alteration or waiver of any rule or regulation in favor of one tenant shall operate as an alteration or waiver in favor of another tenant. Landlord shall not be responsible to any tenant for the non-observance or violation by any other tenant of any of these Rules and Regulations.

34. Tenant shall immediately notify the Building Management of any breakage, sickness, fire, or disorder which comes to its attention in its Premises or any of the common areas of the Building.

35. Medical offices engaged in the practice of generating Hazardous Waste, said waste requiring special containers and or handling, shall provide for removal of same, at their cost and expense, in a manner appropriate to all legal requirements now existing or that may, in the future, be enacted.

36. Tenant shall not place any boxes or containers typically used in the practice of medicine (i.e. specimen, lab analysis) in the Building corridor or on any doors to the Premises without the prior written consent of the Landlord.

37. Landlord's employees are prohibited as such from receiving any packages or other articles delivered to the Building for Tenant and that should any such employee receive any such packages or articles, Tenant agrees that the employee shall do so only as the agent of Tenant and not of Landlord.

38. For purposes of these Rules and Regulations the Building Management shall mean the duly designated representative of Landlord to manage the Building.

39. There shall be no smoking in the Building or on any land associated with the Building or property surrounding the Building.



EXHIBIT C

COMMENCEMENT DATE CERTIFICATE

This Commencement Date Certificate is entered into by Landlord and Tenant pursuant to Section 2.02 of the lease.

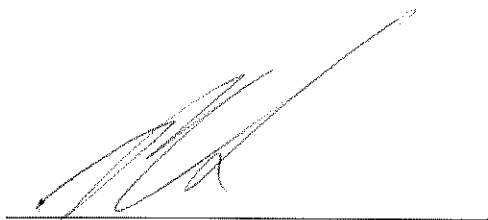
1. DEFINITIONS. In this certificate the following terms have the meanings given to them:

- (a) Landlord: SIP / CREF 6849 Old Dominion, LLC
- (b) Tenant: Steele Foundation, LLC
- (c) Lease: Lease Agreement dated 07-09-2020 between Landlord and Tenant.
- (d) Premises: Suite 410
- 10
- (e) Building Address: 6849 Old Dominion Drive, McLean, VA 22101

2. CONFIRMATION OF LEASE COMMENCEMENT: Landlord and Tenant confirm that notwithstanding anything in the Lease to the contrary, the Lease Commencement Date is 07-01-2020 the Rent Commencement Date is 11-01-2020; and the Lease Expiration Date is 11-30-2026.

Landlord and Tenant have executed this Commencement Date Certificate as of the dates set forth below.


WITNESS:



LANDLORD:

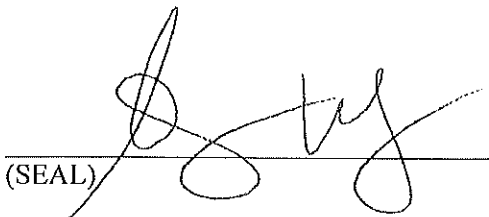
SIP / CREF 6849 Old Dominion, LLC

By: SIP 6849 Old Dominion, LLC
its Manager

By:  (SEAL)
Name: John H. Stewart
Title: Managing Member


Date: 7/14/20

WITNESS:

(SEAL) 

TENANT:

Steele Foundation, LLC,
a Virginia limited liability company

By: 
Name: James A. Steck
Title: President

Date: 07-09-2020



EXHIBIT D

GUARANTY OF LEASE

Intentionally Deleted

A handwritten signature in black ink, appearing to be 'Jen', located in the bottom right corner of the page.