DEED OF LEASE

by and between

SIP / CREF 1420 Beverly, LLC a Delaware limited liability company

and

ARLINGTON LOUDOUN PEDIATRIC OPTHALMOLOGY, LLC

Dated August 20 2020

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AGREEMENT OF LEASE

THIS DEED OF LEASE, (the "Lease") made this 20th day of 1,2020, by and between SIP/CREF 1420 Beverly, LLC a Delaware limited liability company, hereinafter referred to as "Landlord", and ARLINGTON LOUDOUN PEDIATRIC OPTHALMOLOGY, 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>	DESCRIPTION/DEFINITION
A.	Landlord:	SIP / CREF 1420 Beverly LLC a Delaware limited liability company
В.	Tenant:	ARLINGTON LOUDOUN PEDIATRIC OPHTHALMOLOGY, LLC, a Virginia limited liability company
C.	Address for Notices to Landlord:	SIP / CREF 1420 Beverly LLC SIP Manager, LLC 7201 Wisconsin Avenue Bethesda, Maryland 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 1420 Beverly LLC and mail to the address in Section E herein)
F.	Address for Notices to Tenant <u>Prior</u> to Lease Commencement Date:	Arlington Loudour Pedietrie Optholmology 46161 Westlake Drive Svite 300 Sterlies, VA 2016T Attention: Dr. Melissa Kern

G. Address for Notices to Tenant <u>After</u> Lease Commencement Date: ARLINGTON LOUDOUN PEDIATRIC OPTHALMOLOGY

1420 Beverly Road

Suite #110

McLean, VA 22101

Attention: Dr. Mclissa Kern

H. Building:

The building located at 1420 Beverly Road, McLean, VA

22101

I. Premises:

Suite # 110 containing approximately 1,750 rentable square feet of space located on the first 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:

Approximately ninety-six (96)(full calendar months following the Lease Commencement Date through the Lease Expiration Date.

J.2 Lease Commencement Date:

The earlier to occur of (i) the date upon which Tenant first commences to conduct business in the Premises, or (ii) the date Landlord has substantially completed the Landlord Work (as such term is defined in Exhibit A-1)

J.3 Lease Expiration Date:

The last day of the month in which the eighth (8th) anniversary of the Lease Commencement Date occurs.

J.4 Anticipated Delivery

December 1,2020

Date:

J.5 Option to Renew:

One (1) period of five (5) years, as more fully set forth in Section 28 hereof.

K.	Base	Rent:	<u>Lease Year</u>	Base Annual Rent	Base Monthly Rent
			1	\$78,750.00	\$6,562.50
			2	\$80,990.04	\$6,749.17
			3	\$83,300.04	\$6,941.67
			4	\$85,680.00	\$7,140.00
			5	\$88,130.04	\$7,344.17
			6	\$90,650.04	\$7,554.17
			7	\$93,240.00	\$7,770.00
			8	\$95,900.04	\$7,991.67
			default under the periods, Landle of \$19,687.50, during the first or during any of Lease Term pro-	g the foregoing, so long a ne Lease beyond any appl ord shall abate Monthly B which may be applied, at three (3) full calendar mo ther period of up to six (6 ovided Tenant advises La least two (2) months adv	licable notice and cure lease Rent in the amount Tenant's election, onths of the Lease Term on month during the
L.	Perm	aitted Use:	Medical: For general medical office use and for no other purpose		
M.	Security Deposit:		\$13,125.00.		
N.	Addi	tional 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:	3.80%		
	N.4	Tenant's Pro Rata Share of Real Estate Taxes	3.80%		
O.	Build	dout:	See Improveme exhibit	ent section of the Lease a	nd Work Agreement

P. Guarantor:

None

Q. Signage Fees:

Per the Landlord Services section of the Lease, the following fees are payable to Landlord:

Directory Fee: None

Brokers:

R.1Tenant: None

R.2 Landlord: Avison Young

Parking:

Six (6) unreserved parking spaces rentable square feet of Premises. More specifically described in Section 26.

Section 1. Leased Premises.

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 Lease Commencement Date, provided however, if the Lease 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 Lease Commencement Date; provided that in any event, the first Lease Year shall commence on the Lease Commencement Date.
- 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 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 C within five (5) days of Landlord's request therefor.

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- 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 twelve percent (12%) 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 or being notified of a default, given that such payment is received within thirty (30) days of receipt of written notice by Landlord of such failure, time being of the essence.
- 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.

3.06.1 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 If the size of the Premises represents a pro rata share of the total number of rentable square feet of the space in the Building which differs from the pro rata share identified in the Fundamental Lease Provisions above, at any time, by reason of a change in the measurement of the Premises and/or the Building, as determined by the Landlord, at Landlord's election, Tenant's Pro Rata Share of Operating Expenses and Tenant's Pro Rata Share of Real Estate Taxes, shall be adjusted accordingly. Any Additional Rent payable by Tenant for any partial calendar year during the Lease Term shall be determined by multiplying the annualized amount due by a fraction, the numerator of which is the number of days during such calendar year falling within the Lease Term and the denominator of which is three hundred sixty (360).

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 laborsaving devices to reduce Operating Expenses and Landlord can demonstrate in writing that such capital improvement reduces 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, shall be treated as an Operating Expense.

Notwithstanding the foregoing, Operating Expenses 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) 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; (viii) 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; (ix) 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; (x) 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); (xi) expenses of Landlord relating to maintaining Landlord's existence and functioning either as a corporation, partnership or other entity (xii) costs of investigating and/or removing Hazardous Materials (hereinafter defined) from the base Building structure or common areas); (xiii) political or charitable contributions; and (xiv) expenses for capital improvements as determined in accordance with the generally accepted accounting principles (except as set forth above).

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. Landlord shall have the right to pay any special assessment by installments, and in such event Real Estate Taxes shall include such installments and interest paid on the unpaid balance of the assessment.

3.06.6 If at any time during a calendar year following the Base Year ("Subsequent Year"), less than all 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. If at any time during any calendar year, any part of the Building is leased to a tenant (hereinafter referred to as a "Special Tenant") who, in accordance with the terms of its lease, provides its own cleaning and janitorial services or other

services or is not otherwise required to pay a share of Operating Expenses in accordance with the methodology set forth in this Section, Operating Expenses for such calendar year shall be increased by the additional costs for cleaning and janitorial services and such other applicable expenses as reasonably estimated by Landlord that would have been incurred by Landlord if Landlord had furnished and paid for cleaning and janitorial services and such other services for the space occupied by the Special Tenant, or if Landlord had included such costs in "operating expenses" as defined in the Special Tenant's lease.

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 onetwelfth (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 thirty (30) 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 three hundred sixty-five (365) 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 for 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. 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. As part of any audit, Landlord shall reasonably cooperate with Tenant at Tenant's request in exercising Tenant's rights to audit hereunder. Tenant may review those books and records of Landlord and support documentation related thereto with respect to the calendar year in question that are related to Operating Expenses. 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 by applying such amount against rent, unless this Lease has expired or been terminated, in which event Landlord shall refund such amount to Tenant within such thirty (30) day period.

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. 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.

Landlord at its expense (subject to reimbursement pursuant to Section 3, if and to the extent permitted thereby, shall take steps necessary to comply with applicable laws (including, without limitation, the Americans with Disabilities Act and building and fire codes) to the extent the same apply directly to the the exterior and common area walls, main lobby in the Building, slab floors, exterior windows, load bearing elements, foundations, roof and common areas that form a part of the Building, and the building standard mechanical, electrical, HVAC and plumbing systems, pipes and conduits that are provided by Landlord in the operation of the Building and common areas of the Building as a whole; provided, however, that to the extent any non-compliance is a result of the particular use or occupancy of the Premises (as opposed to medical use generally) or any negligence or willful misconduct of Tenant or any agent, or if any improvements made by Landlord to comply with any such law benefits solely the Premises (and not any other premises) and are atypical of those performed for similarly situated tenants, then such compliance shall be at Tenant's cost. If any such law requires an occupancy or use permit or license for the Premises or requires Tenant or its employees to obtain licenses or permits to conduct business in the Premises, then Tenant shall obtain (prior to the date required under applicable law) and keep current such permit(s) or license(s) at Tenant's expense and shall promptly deliver a copy thereof to Landlord. It is expressly understood that if any change in the use of the Premises by Tenant, or any alterations to the Premises by Tenant, or any future Law requires a new or additional permit from, or approval by, any governmental agency having jurisdiction over the Building, such permit or approval shall be obtained by Tenant on its own behalf and at its sole expense.

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 repairs 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 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. Landlord agrees to improve and construct the Premises in accordance with the mutually agreed upon plans and specifications as shown on Exhibit A-1 (the "Improvements").

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. Notwithstanding anything in this Section 6.01 to the contrary, if a material interference with the availability of the Premises is caused by Landlord's negligence in failing to make a repair that Landlord is obligated to make hereunder, then, as Tenant's sole remedy, Base Rent hereunder shall abate in proportion to the square footage of the Premises unavailable for Tenant's use (and that is not used by the Tenant) commencing on the 6th calendar day after Tenant notifies Landlord of such material interference until such time as the repair is made or the material interference is otherwise corrected.

- 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.
 - (a) Medical Equipment. Tenant covenants and agrees as follows:
- Tenant shall, at its sole cost and expense provide for proper, safe, sanitary, and lawful (i) removal from the Premises and the Building of all biological and medical wastes and all other medical byproducts generated directly or indirectly by Tenant or any other parties claiming by, through or under Tenant (herein collectively "Tenant Parties"). The Tenant Parties shall not deposit or dispose of any such wastes, medical byproducts or any hazardous or toxic chemicals or substances (as defined by applicable governmental regulations and laws) in toilets, sinks, plumbing lines, waste containers, trash dumpsters or other trash collection or receptacle facilities of the Building. Tenant shall indemnify, hold harmless and defend Landlord and Landlord's agents, employees and partners from and against any and all losses, costs, damages, expenses, liabilities, litigation (including all appeals), fines, penalties, prosecutions, judgments, investigations, clean up costs, costs to treat and otherwise dispose of any such hazardous wastes or toxic chemicals or substances, costs to comply with applicable laws, rules and regulations, damage to public utility lines and equipment, damage to soil, ground water, streams, property of any party or the public, claims of any nature and reasonable attorneys' fees and court costs related to the foregoing, resulting from any violation or breach by any Tenant Parties of any provision of this paragraph. Tenant agrees to pay all costs incurred by Landlord or Tenant to sort and separate any biological or medical wastes. In the event Tenant does not dispose of its biomedical wastes as provided hereinabove with reasonable promptness, Landlord reserves the right (but does not assume the obligation) at Landlord's sole discretion, to elect to provide trash disposal services for Tenant's biomedical wastes from its business. In such event, Tenant will strictly comply with all of Landlord's requirements and regulations concerning the storage and disposal of such materials, and Tenant will pay to Landlord as additional rent hereunder, within ten (10) days of each demand therefor by Landlord, all costs of such storage and disposal plus twenty percent of the cost thereof as consideration for Landlord's overhead, coordination and profit. Tenant agrees to exercise due care in handling and disposing of all medical wastes or toxic or hazardous substances ("Toxic Materials") placed in the Building by any Tenant Parties.
- (ii) If any Tenant Parties are permitted to and do install, operate or use at the Premises any x-ray equipment, all such equipment shall conform to the following requirements: All such x-ray equipment shall be installed, operated, repaired, maintained, replaced and removed by Tenant and at Tenant's sole expense, and Tenant at its own expense will install such shielding and other protection around x-ray machines and other similar equipment so installed and take such other precautionary measures as may be necessary or as required by law or by insurance requirements, in order to ensure the safe operation of such x-ray and similar equipment. Any costs and liability that Landlord or its agents may directly or indirectly incur resulting from the use or operation within the Premises of such x-ray machine or similar equipment, including but not limited to costs arising from property damage, death and personal injury, governmental fines, increases in insurance premiums, and all costs incurred in defending any actions arising therefrom, shall be paid by Tenant; and Tenant agrees to indemnify, defend and hold Landlord and its agents and partners harmless from all such liability and expense.

All powers of approval or consent given to Landlord under this Lease are solely for Landlord's protection and benefit; and no exercise thereof or requirements imposed for such consent shall be deemed a warranty of any kind from Landlord, its agents or employees.

7.02 Lawful Use. Tenant shall not permit the Premises, or any part thereof, to be used for any disorderly, unlawful or hazardous purpose, 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, 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 negligence or willful misconduct of Landlord, its agents or employees, or Landlord's breach of its obligations under this Lease, 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;
 - (i) 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;
- (I) 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.

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 D 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 negligence or willful misconduct of Landlord or Landlord's breach of its obligations under this Lease. 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 attorneys fees), liabilities, expenses, damages or judgments arising from such claims or related thereto.

Section 11. Intentionally Deleted.

Section 12. Assignment & Subletting.

12.01 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, 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.

- 12.02 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.
- 12.03 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.
- 12.04 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 13. Right of Access.

13.01 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 14. Surrender of Possession.

- 14.01 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.
- 14.02 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.
- 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 15. Insurance.

- 15.01 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.
- 15.02 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 16. Damage and Destruction.

16.01 In the event the Premises are completely destroyed by fire or other casualty, either party may terminate this Lease upon five (5) days notice to the other party and neither party shall have any obligation accruing thereafter. In the event the Premises or any part thereof, is partially damaged or destroyed, 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

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damage or the repair thereof, except that Landlord shall allow Tenant an equitable abatement 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 untenantable 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.

16.02 Notwithstanding anything to the contrary contained in this Section 16, 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 untenantable, effective as of the date of the casualty event, if this Lease is terminated by either party pursuant to the terms of this Section 16.

Section 17. Condemnation.

17.01 This Lease shall be terminated and the rent 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. 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 18. Defaults and Remedies.

- 18.01 It is hereby mutually covenanted and agreed, that any one of the following events shall constitute a default under this Lease by Tenant:
- (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, subject to the terms of Section 3.02 (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 and fails to cure same within five (5) days after written notice thereof, or
- (f) Intentionally Deleted.
- (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 guit 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.

18.02 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 relets 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.

18.03 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.

18.04 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.

18.05 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.

19.01 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 20. Tenant Holding Over.

20.01 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 150% of 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 21. Successors.

21.01 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 22. Notices & Demands.

- 22.01 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.
- 22.02 Tenant's Domicile. Tenant hereby elects domicile at the Premises for the purpose of service of all notices, writs of summons, or other legal documents or process, in any suit, action or proceeding which Landlord may undertake under this Lease.

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 Intentionally Deleted.
- 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 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. 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. 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.

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 abovereferenced 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.

Section 28. Renewal Option.

28.01 Provided that the named Tenant herein is still occupying the entire Premises and is not in default of the Lease after notice to Tenant and the expiration of the applicable cure period, either at the time of exercise of this option of upon the commencement of the Extended Term (as hereinafter defined): Tenant shall have the option to renew (herein the "Option to Renew") the Lease for one (1) additional five (5) year term ("Extended Term") on the same terms, covenants and conditions of this Lease except that the Base Rent payable by Tenant during such Extended Term shall be the prevailing market rate for comparable renewal leases of medical space in the Building (the "Fair Market Rental"). Provided that the aforesaid conditions are met, Tenant may exercise its option by giving Landlord written notice at least twelve (12) months but not more than fifteen (15) months prior to the expiration of the initial term of this Lease. Once Tenant exercises its Option To Renew as set forth above, Tenant may not revoke said notice and shall be deemed to have renewed the lease for the entire Extended Term. If Tenant shall fail to timely exercise the aforesaid Option to Renew then and in such event, all rights of Tenant to the Extended Term hereof shall be of no further force or effect, time being of the essence. Notwithstanding the foregoing, Tenant shall not be entitled to any Allowance (if any) during the Extended Term, nor shall Tenant be entitled to any renewal term beyond the Extended Term. In the event the parties are unable to agree upon the Fair Market Rental for the Extended Term, within thirty (30) days following Tenant's written notice to Landlord exercising its option, the Fair Market Rental (subject to the Extension Term Floor) shall be determined by a board of three (3) licensed real estate brokers, one of whom shall be named by Landlord, one by Tenant, and the third selected by the two (2) brokers selected by the Landlord and the Tenant. All of said brokers shall be licensed real estate brokers in the state or jurisdiction in which the Building is located, shall specialize in commercial leasing having not less than ten (10) years experience in the specific submarket in which the Building is located and shall be recognized as ethical and reputable within their industry.

The parties agree to select their respective designated brokers within ten (10) days after written request from the other party. The third broker shall be selected within fifteen (15) days after both of the first two (2) brokers have been selected. Within fifteen (15) days after the third broker has been selected all of the brokers shall meet to attempt to agree upon the Fair Market Rental. If they are unable to reach agreement, they shall within said fifteen (15) day period submit in writing the prevailing market rate they deem appropriate and the Fair Market Rental shall be the amount which is the mean between the two (2) closest amounts determined by two (2) of the brokers. Each of the parties shall pay all costs and brokerage fees (if applicable) of the costs of the services of the broker selected by it and the costs and brokerage fees (if applicable) of the third broker shall be divided equally between the Landlord and Tenant. It is understood and agreed by the parties that the determination of the brokers shall be binding upon the parties.

Within ten (10) days of the request of Landlord, Tenant shall execute and deliver an amendment to the Lease memorializing the Extended Term and the Base Rent payable during such period.

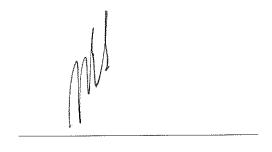
Section 29. Termination as a Result of Death or Disability

- 29.01 Provided that Tenant is a professional corporation with one shareholder, and provided that Tenant, at the time of such shareholder's death or "Permanent Disability" (as hereinafter defined), is not in default under any term or condition of this Lease, then subject to the terms of this Section, Tenant or the legal representative of her estate shall have the right to terminate this Lease by giving Landlord written notice of termination, accompanied by satisfactory documentation of death or Permanent Disability. "Permanent Disability" shall mean that such shareholder is medically determined to be permanently unable to practice medicine as a result of a permanent physical or mental disability.
- 29.02 If Tenant consists of two or more individual persons or entities and each such entity is wholly owned by an individual person or if Tenant is a partnership, limited liability company or corporation with two or more partners, members or shareholders who are each individual persons. Landlord agrees to release from liability under this Lease any deceased or Permanently Disabled partner, member or shareholder (or any entity that is wholly owned by a deceased or Permanently Disabled person), and Landlord agrees to release from liability under any guaranty of this Lease any deceased or Permanently Disabled partner, member or shareholder who has guaranteed this Lease; provided that (a) the remaining person(s) who constitute Tenant (the remaining partners, shareholders, or members) guarantying this Lease, as the case may be, assume all liabilities and obligations from which such person has been released, (b) Tenant is not in default under the terms of this Lease, and (c) no event has occurred which with the giving of notice and/or the passage of time would constitute a default by Tenant under this Lease. Upon the occurrence of any such death or Permanent Disability, Tenant may give Landlord written notice, which shall include satisfactory evidence of any death or Permanent Disability, and such release shall be effective upon execution of appropriate release and assumption agreements by the parties.

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 it duly authorized officer as the case may be as of the day and year first above written.

WITNESS:

<u>LANDLORD</u>:



SIP / CREF 1420 Beverly LLC, a Delaware limited liability company By: SIP 1420 Beverly, LLC, a Maryland limited liability company, its Manager

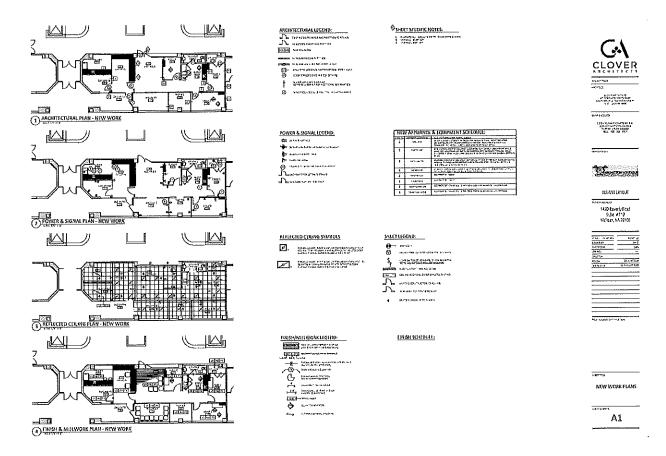
By: (SEAL)

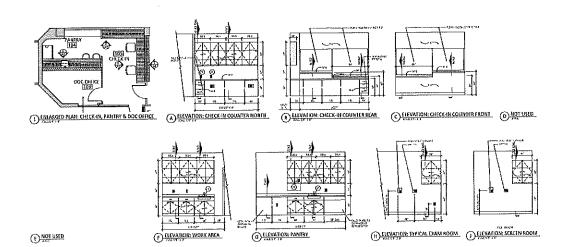
John H. Stewart, Manager

WITNESS:	TENANT:		
	ARLINGTON LOUDOUN OPTHALMOLOGY	PEDIATRIO,	
	By: Wolfax KemMD	(SEAL)	
	_{Name:} Dr. Melissa Kern		

EXHIBIT A

DESCRIPTION OF PREMISES







ENLARGED PLAN, MILLWORK ELEVATIONS & SECTIONS

EXHIBIT A-1

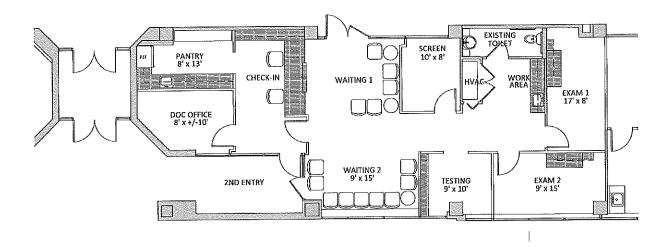
WORK AGREEMENT

- 1. <u>General</u>. The purpose of this Work Agreement is to set forth how the initial improvements to the Premises (the "Landlord Work") are to be constructed, who will do the construction of the Landlord Work, who will pay for the construction of the Landlord Work, and the time schedule for completion of the construction of the Landlord Work. Except as defined in this Work Agreement to the contrary, all terms utilized in this Work Agreement shall have the same meaning as the defined terms in the Lease. The terms, conditions and requirements of the Lease, except where clearly inconsistent or inapplicable to this Work Agreement, are incorporated into this Work Agreement. Except for the Landlord Work to be constructed pursuant to this Work Agreement, Tenant accepts the Premises in its "as is" condition and acknowledges that it has had an opportunity to inspect the Premises prior to signing the Lease.
- 2. <u>Plans and Construction Schedule and Procedures</u>. The parties hereby agree to the space plans for the Landlord Work attached to this Work Agreement attached hereto as Schedule 1 (the "Space Plans"). The Space Plans shall be utilized by the Architect (as hereafter defined) in its preparation of the Proposed Plans and Final Plans (as hereafter defined) for the Landlord Work. Landlord shall arrange for the preparation of the Proposed Plans and Final Plans and the construction of the Landlord Work in accordance with the following schedule:
- A. Landlord's architect (the "Architect") shall cause to be prepared and delivered to Landlord, for Landlord's and Tenant's approval, the following proposed drawings which drawings shall be in substantially final form and in sufficient detail (the "Proposed Plans") for the Landlord Work Tenant desires to have completed in the Premises:
- (i) Architectural drawings (consisting of floor construction plan, ceiling lighting and layout, power, and telephone plan);
- (ii) Mechanical drawings (consisting of HVAC, sprinkler, electrical, telephone, and plumbing);
- (iii) Finish schedule (consisting of wall finishes and floor finishes and miscellaneous details); it being acknowledged and agreed that all such finishes (paint, carpet, ceiling, millwork) shall be Buildingstandard; and
- (iv) Such other information as may be necessary or advisable to allow for the construction of the Landlord Work.
- B. The Proposed Plans and all necessary mechanical, electrical and structural drawings shall be prepared by the Architect (and mechanical, electrical and structural engineers chosen by Landlord), each at Landlord's sole cost and expense.
- C. Tenant shall, within five (5) business days after receipt of the Proposed Plans, advise Landlord of any reasonable changes which Tenant requests in order to conform the Proposed Plans to the Space Plans. If Tenant reasonably disapproves of the Proposed Plans as being inconsistent with the Space Plans, specifying in reasonable detail its reasons therefor, Landlord shall cause Architect to revise the Proposed Plans as disapproved by Tenant and resubmit the revised Proposed Plans to Tenant. Tenant shall, within three (3) business days after receipt of Architect's revised Proposed Plans, advise Landlord of any additional reasonable changes which Tenant requests in order to conform the Proposed Plans to the Space Plans. If Tenant disapproves the revised Proposed Plans specifying the reason therefor, Landlord shall, to the extent such proposed changes are reasonable, (100341718.DOC;2)

within ten (10) business days of receipt of Tenant's required changes, cause Architect to revise the Proposed Plans and resubmit them to Tenant. Tenant shall, again within three (3) business days after receipt of Architect's revised Proposed Plans, advise Landlord of further changes, if any, required for Tenant's approval. This process shall continue until Tenant has approved the revised Proposed Plans. Notwithstanding anything to the contrary contained in the immediately preceding sentence, in no event shall Landlord be required to cause more than three (3) revisions to the Proposed Plans. "Final Plans" shall mean the Proposed Plans, as revised, which have been approved by Landlord and Tenant in writing. Tenant agrees not to withhold or deny its approval unreasonably.

- D. Landlord shall not be required to perform, and Tenant shall not request, work which would (i) require changes to structural components of the Building or the exterior design of the Building, (ii) require any material modification to the Building systems or other Building installations outside the Premises, (iii) not comply with all applicable legal requirements, or (iv) be incompatible with either the certificate of occupancy issued for the Building or the Building's status as a first-class office building. Any changes required by any governmental authority affecting the construction of the Premises shall be performed by Landlord and shall not be deemed to be a violation of the Proposed Plans or of any provision of this Work Agreement, and shall be deemed automatically accepted and approved by Tenant. Landlord shall give notice to Tenant of any change in the Proposed Plans required by any governmental authority promptly after Landlord receives notice thereof.
- E. As soon as reasonably possible following Landlord's and Tenant's approval of the Final Plans, Landlord shall instruct Landlord's contractor (the "Contractor") to build the Landlord Work indicated on the Final Plans as soon thereafter as reasonably possible, consistent with industry custom and procedure.
- 3. <u>Payment.</u> Landlord shall pay the cost of the Landlord Work, including (without limitation): labor related to the Landlord Work, materials delivered to the Premises in connection with the Landlord Work, demising costs, demolition costs, the cost of the construction contract, and building permit costs as well as to pay "soft costs"; consisting of architectural, design, mechanical, consulting and engineering fees.
- 4. No Entry by Tenant and Its Agents; Designation of Tenant's Construction Agent. Neither Tenant nor its agents, employees, invitees or independent contractors shall enter those portions of the Premises in which the Landlord Work are being constructed. Tenant hereby designates <u>Dr. Melissa Kern</u> as its authorized agent ("Tenant's Construction Agent") for the purpose of consulting with Landlord as to any and all aspects of the Landlord Work. If Tenant shall enter upon the Premises prior to the completion of the Landlord Work, Tenant shall indemnify and save Landlord harmless from and against any and all losses arising from or claimed to arise as a result of (i) any act, neglect or failure to act of Tenant or anyone entering the Premises with Tenant's permission, or (ii) any other reason whatsoever arising out of Tenant's entry upon the Premises.
- 5. <u>Substantial Completion</u>. The term "Substantial Completion" means that Landlord has substantially completed the Landlord Work and that this work shall be deemed complete, notwithstanding the fact that minor details of construction, mechanical adjustments or decoration which do not materially interfere with Tenant's use of the Premises remain to be performed (items normally referred to as "punch-list" items). The Premises shall be deemed Substantially Complete even though certain other portions of the Building, which do not interfere with Tenant's efficient conduct of its business, have not been fully completed, and even though Tenant's furniture, furniture systems, telephones, telexes, telecopiers, photocopy machines, computers and other business machines or equipment have not been installed, the purchase and installation of which shall be Tenant's sole responsibility.

SCHEDULE I





DR KERN OFFICE
PROPOSED FLOOR PLAN

PROJECT 1420 BEVERLY RD SUITE 110 MCLEAN, VA 22101

		PP	-3
TOR OWNER	19 HINT 2070	TON NOT	
FOR REVIEW	10 JUNE 2020	CHECKED BY:	53MB
FOR REVIEW	03 JUNE 2020	DRAWN BY:	AMG
FOR REVIEW	30 MAY 2020		/B" = 1'-0"
issur	DATE		

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) 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.
- 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, unless such animal is working in connection with aiding the care of a person (e,g., seeing eye dog).
- 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.

(QUBO)						
1.	DEFINITIONS. In this certificate the following terms heave the meanings given to them:					
	(a) (b) (c) (d) (e)	Premises:	ARLINGTON Lease Agreem Suite #110 (co	20 Beverly, LLC LOUDOUN PEDIATRIC ent dated nfirm] y Road, McLean, VA 221	_ between Landlord and	d Tenant.
2. anyth Expir	ing in th	ne Lease to the	OF LEASE COMM contrary, the Lease	IENCEMENT: Landlord are Commencement Date is	and Tenant confirm that	notwithstanding and the Lease
	Land	lord and Tenan	have executed thi	is Commencement Date C	ertificate as of the dates	s set forth below.
WIT	NESS:			<u>LANDLORD</u> :		
				SIP / CREF 1420 Beve By:, its N		
				Ву:	(SEA	L)
				Name:	, Mana	ager
				Date:	- Address	
WIT	NESS:			TENANT:		
				ARLINGTON LOUDO	UN PEDIATRIC OPTH	IALMOLOGY_
				By: Mohax KimMD	(SE.	AL)
***				Name:		
				Date:		

EXHIBIT D

CONSTRUCTION RULES AND REGULATIONS

- 1. Unless otherwise directed in writing by Landlord, Landlord, will obtain permits (at Tenant's expense) prior to the start of any work subject to the terms of the Work Agreement.
- 2. Tenant and/or the general contractor will post the building permit on a wall of the construction site while work is being performed.
- 3. Public area corridors, carpet, elevator cabs and flooring are to be protected by durable runners or a series of walk-off mats in the main Building lobby, elevator and all corridors leading to the Premises under construction.
- 4. Additional walk-off mats are to be provided at all interiors and exterior entrance doors. Elevator pads and protective floor coverings shall be used at all times to protect all other common areas.
- 5. Contractors will remove their trash and debris daily after 6:00 p.m. or before 8:00 a.m. and Contractor shall not use the elevator(s) to haul any materials between 8:00 a.m. to 6:00 p.m. Monday through Friday or 9:00 a.m. to 2:00 p.m. Saturday,. Building trash containers are not to be used for construction debris. Landlord reserves the right to bill Tenant for any cost incurred to clean up debris left by the general contractor or any subcontractor. Further, the building staff is instructed to hold the driver's license of any employee of the contractor while using the freight elevator to ensure that all debris is removed from the elevator. Landlord's prior written approval must be obtained for all dumpsters.
- 6. No utilities (electricity, water, gas, plumbing) or services to the tenants or Building are to be cut off or interrupted without first having requested, in writing, and secured, in writing, the permission of Landlord or Landlord's Agent.
- 7. No electrical services are to be put on the emergency circuit, without specific written approval from Landlord.
- 8. When utility meters are installed, the general contractor must provide the property manager with a copy of the operating instructions for that particular meter.
- 9. Contractors or personnel will use the loading area designated by Landlord for all deliveries and will not use the loading area for vehicle parking.
- 10. Landlord is to be contacted by Tenant when work is completed for inspection. All damage to the Building will be determined at that time and all costs to repair any damage will be payable by Tenant as Additional Rent per the Lease.
- 11. All key access, fire alarm work, or interruption of security hours must be arranged (at least 48 hours to the scheduled work) with the Landlord's building engineer or Agent.
 - 12. All workers are required to wear a shirt, shoes, and full length trousers.
- 13. Public spaces corridors, elevators, bathrooms, lobby, etc. must be cleaned immediately after use. Construction debris or materials found in public areas will be removed at Tenant's cost.
- 14. All construction materials or debris must be stored within the project confines or in an approved lock-up.

- 15. There will be no alcohol or controlled substances allowed or tolerated on the Property.
- 16. The general contractor and Tenant shall be responsible for all loss of their materials and tools and shall hold Landlord harmless for such loss and from any damages or claims resulting from the work.
 - 17. Contractors must strictly follow all applicable laws.
- 18. Elevator(s) in the Building may not be used during business hours for any purpose other than normal passenger/tenant elevator use. Construction activities that create excess noise (in the Landlord's reasonable discretion) all core drilling, core x-rays, or other such disturbances shall be performed during non-building hours and shall be scheduled in writing with Landlord's Agent at least 48 hours prior to commencing any such work. Non-building hours for the purposes hereof shall mean prior to 8:00 a.m. or after 6:00 p.m. M-F and prior to 9:00 a.m. or after 2:00 p.m. on Saturdays.
 - 19. All work shall be coordinated with the Landlord's Agent.
- 20. No work shall be commenced until after Landlord has approved contractor and contractor's insurance certificates.
- 21. All Tenant construction work shall be confined to its respective Premises. This includes all equipment, tools, materials, etc. At no time shall any tenant unload his materials, tools, etc., into any other space without written approval of Landlord.
- 22. Common Areas shall not be used by Tenant or by the Tenant's contractors without written approval of Landlord.
- 23. All Tenant's space shall be kept clean and free of hazardous conditions. Compliance with all O.S.H.A. Safety Regulations is mandatory.
 - 24. Any dirt or debris caused by contractors outside the Premises must be promptly cleaned
- 25. All tools, equipment or construction materials left outside of Tenant's space shall become the property of the Landlord.
- 26. All construction activities such as jackhammering and "shot" type mechanical fasteners which create excessive or explosive type noises shall be performed at least thirty (30) minutes prior to or after normal business hours, as established by Landlord.
- 27. No one, other than Landlord's approved contractor shall be on the roof or do any type of work affecting the roof unless so specified in writing from the Landlord. The cost of such work shall be borne by Tenant.
- 28. Tenant shall not attach or cause to be attached to any wall or structural member any equipment that may, by virtue of its size or weight, cause structural damage. Tenant shall not exceed a loading as set forth in the plans and specifications for the floor of the Center and shall not do anything that might in any way affect the structural integrity of the building.
- 29. Should Tenant's interior partitioning cause changes or alteration in the fire protection sprinkler system, such changes and alterations shall be made by Landlord's contractors at Tenant's expense.
- 30. If required by any applicable statute, law, regulation and/or ordinance or if appropriate, as determined by Landlord, a smoke and/or heat detector shall be installed in Tenant's space, at Tenant's expense.

The smoke and/or heat detector shall be connected to the central system if such control system is available by Landlord's contractor at Tenant's expense.

31. Tenant expenses incurred by Landlord shall be paid immediately upon receipt of invoice from Landlord and shall be delinquent if not paid within five (5) days. Late charges, interest and collection expenses on delinquent payments shall be charged to Tenant in the manner set forth in the Lease for delinquent payments of rent.