

DEED OF LEASE

by and between

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

and

Urban Compass, Inc.
a Delaware corporation

Dated October 4th, 2018

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EXHIBIT A	DESCRIPTION OF PREMISES
EXHIBIT A-1	WORK AGREEMENT
EXHIBIT B	CONSTRUCTION RULES AND REGULATIONS
EXHIBIT C	BUILDING RULES AND REGULATIONS
EXHIBIT D	COMMENCEMENT DATE CERTIFICATE
EXHIBIT E	EXTERIOR SIGNAGE
EXHIBIT F	FORM OF SNDA
EXHIBIT G	JANITORIAL SPECIFICATIONS

AGREEMENT OF LEASE

THIS DEED OF LEASE, (the "Lease") made this 4th day of ~~September~~ ^{OCTOBER}, 2018 ("Effective Date"), by and between **SIP / CREF 6849 Old Dominion, LLC** a Delaware limited liability company, hereinafter referred to as "Landlord", and **Urban Compass, Inc.**, a Delaware corporation, hereinafter referred to as "Tenant".

WITNESSETH:

Fundamental Lease Provisions

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

<u>TERMS</u>	<u>DESCRIPTION/DEFINITION</u>
A. Landlord:	SIP / CREF 6849 Old Dominion, LLC a Delaware limited liability company
B. Tenant:	Urban Compass, Inc., a Delaware corporation
C. Address for Notices to Landlord:	SIP / CREF 6849 Old Dominion, LLC c/o SIP Manager, LLC 1401 New York Avenue NW, Suite 440 Washington, D.C. 20005
D. Agent & Agent's Contact Information:	Stream Realty 381 Elden Street Suite 1323 Herndon, VA 20170
E. Address for Payment of Rent:	Stream Realty 381 Elden Street Suite 1323 Herndon, VA 20170 (make all Rent checks payable to SIP / CREF 6849 Old Dominion and mail to the address in Section E herein)

F. Address for Notices to Tenant Prior to
Rent Commencement Date:

Urban Compass, Inc.
6849 Old Dominion Drive
Suite 360
McLean, VA 22101
Attention: Sales Manager

With a copy to

Compass
90 5th Avenue
New York, New York 10011
Attention: Corporate Real Estate

Mintz & Gold LLP
600 Third Avenue
25th Floor
New York, New York 10016
Attention: Alan Katz, Esq.

G. Address for Notices to Tenant After
Rent Commencement Date:

Urban Compass, Inc.
6849 Old Dominion Drive
Suite 400
McLean, VA 22101
Attention: Sales Manager

With a copy to

Compass
90 5th Avenue
New York, New York 10011
Attention: Corporate Real Estate-Pooneet Kant

Mintz & Gold LLP
600 Third Avenue
25th Floor
New York, New York 10016
Attention: Alan Katz, Esq.

H. Building:

The building located at 6849 Old Dominion Drive, McLean, VA 22101

I. Premises:

Suite #s 410, 420, 430 and a portion of the corridor containing approximately 11,020 rentable square feet of space located on the fourth (4th) floor of the Building, as set forth in Exhibit A attached hereto. For purposes of this Lease, the "rentable area" of the Premises shall be calculated pursuant to the Building Owners and Managers Association standard method of measurement and mutually agreed upon by Landlord and Tenant (ANSI/BOMA Z65.1 – 2010).

J. Term:

- J.1 Lease Term: Approximately one hundred twenty-six (126) full calendar months following the Rent Commencement Date through the Lease Expiration Date.
- J.2 Lease Commencement Date: The date that Landlord delivers possession of the Premises to Tenant in "As-Is" condition vacant, broom clean and free of any occupancy.
- J.3 Rent Commencement Date: The earlier to occur of (i) the date upon which Tenant first commences the conduct of business for the Permitted Use in the Premises, or (ii) one hundred fifty (150) days after the Lease Commencement Date.
- J.4 Lease Expiration Date: The last day of the one hundred twenty-sixth (126th) month after the Rent Commencement Date.
- J.5 Anticipated Delivery Date: Two (2) Business days after the Effective Date.
- J.6 Option to Renew: One (1) period of five (5) years, as more fully set forth in Section 28 hereof.

K. Base Rent

Months of Lease Term	Annual Base Rent	Monthly Base Rent Installment
1-12*	\$391,210.00	\$32,600.83
13-24	\$401,968.28	\$33,497.36
25-36	\$413,022.40	\$34,418.53
37-48	\$424,380.52	\$35,365.04
49-60	\$436,050.98	\$36,337.58
61-72	\$448,042.38	\$37,336.87
73-84	\$460,363.55	\$38,363.63
85-96	\$473,023.55	\$39,418.63
97-108	\$486,031.70	\$40,502.64
109-120	\$499,397.57	\$41,616.46
121-126	\$513,131.00	\$42,760.92

* No Base Rent shall be payable by Tenant prior to the Rent Commencement Date. Notwithstanding the foregoing, so long as Tenant is not in monetary or material nonmonetary default under the Lease beyond any applicable notice and cure periods, Landlord shall abate one hundred percent (100%) of the monthly Base Rent installment for the first twelve (12) full calendar months (the "Abatement Period") following the Rent Commencement Date (i.e. Three Hundred Ninety One Thousand Two Hundred Ten and 00/100 Dollars (\$391,210.00), the "Abatement Amount"), with Tenant remaining liable for Base Rent for any partial month between the Rent Commencement Date and the next succeeding full calendar month in the event the Rent Commencement Date is not the first (1st) day of a calendar month. In the event of a default by Tenant beyond any applicable notice and cure period, the then unamortized portion of the Base Rent previously abated shall immediately become due and payable from Tenant.

L. Permitted Use:

For general business office or retail use and purposes reasonably incidental or ancillary to each of the foregoing and for no other purpose. Landlord shall deliver to Tenant the certificate of occupancy for the Premises allowing the Permitted Use and shall not modify such certificate of occupancy during the term of this Lease without the written consent of Tenant in its sole discretion.

M. Security Deposit:

\$42,760.92

N. Additional Rent:

N.1 Base Year for Operating Expenses:

Calendar Year 2019

- N.2 Base Year for Real Estate Taxes: Calendar Year 2019
- N.3 Tenant's Pro Rata Share of Operating Expenses: 16.49%
- N.4 Tenant's Pro Rata Share of Real Estate Taxes 16.49%
- O. Allowance/Buildout: See Improvement section of the Lease and Work Agreement exhibit
- P. Intentionally Deleted
- Q. Intentionally Deleted:
- R. Brokers:
- R.1 Tenant: Savills Studley, Inc.
- R.2 Landlord: Avison Young
- S. Parking: Thirty-three (33) unreserved parking permits (calculated at the ratio of 3 permits per 1,000 rentable square feet of Premises). More specifically described in Section 26.
- S. Test Fit Allowance: In addition to the Allowance referenced in O above and detailed in the Work Agreement, Landlord upon execution of this Lease shall reimburse Tenant's architect for such architect's preparation of a preliminary test fit (the "Test Fit Allowance"); provided, however, that such Test Fit Allowance shall not exceed the sum of \$0.12 per rentable square foot of the Premises.

Section 1. Leased Premises.

1.01 In consideration of the Rent hereinafter reserved and of the covenants hereinafter contained, Landlord does hereby lease to Tenant, and Tenant hereby leases from Landlord, the Premises (shown on Exhibit "A" attached hereto) reserving, however, to Landlord all currently existing 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, none of which will 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; Termination Option; Temporary Space.

2.01 The term of this Lease shall commence on the Lease Commencement Date, and shall terminate at 11:59 p.m. on the Lease Expiration Date. The term "**Lease Year**" shall refer to each consecutive twelve (12) month period elapsing from and after Rent Commencement Date, provided however, if the Rent Commencement Date is other than the first day of a calendar month, the term "**Lease**

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

2.02 If delivery of possession of the Premises in the condition required under this Lease 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 (as hereinafter defined), 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. If delivery of possession of the Premises shall be delayed by reason of any negligent or other undue delay caused by Tenant, or any agent, employee or contractor of Tenant (a **“Tenant Delay”**), then and in such event the Lease Commencement Date shall be the date upon which possession would have been tendered to Tenant in the absence of such Tenant Delay provided that Landlord shall be required to substantially complete the Landlord’s Work by the date that the Landlord’s Work would have been completed in the absence of Tenant Delay, plus the number of days of Tenant Delay. If applicable, Tenant will execute the Rent Commencement Date Certificate attached to this Lease as Exhibit D within five (5) days of Landlord’s request therefor after the Rent Commencement Date. Notwithstanding the foregoing or any other provision of this Lease, in the event that the Lease Commencement Date does not occur for any reason on or before the date that is sixty (60) after the Anticipated Delivery Date (the **“Outside Date”**), subject to Tenant Delays as provided above, Tenant shall be entitled to an additional abatement of Base Rent for the number of days after the Outside Date (not to exceed six months), which additional abatement shall be in addition to the abatement set forth in Section (K) in the Fundamental Lease Provisions above and shall be in addition to the adjournment of Tenant’s rental obligations because of any extension of the Lease Commencement Date; provided, however, that if the Lease Commencement Date does not occur by the date that is ninety (90) days after the date hereof (the **“Later Outside Date”**) for any reason then Tenant may also terminate this Lease by written notice to Landlord after such period if Tenant shall have given not less than thirty (30) days’ notice of such intent to terminate the Lease prior to the effective date of such termination and the Lease Commencement Date shall not have occurred on or before the expiration of such thirty (30) day period. In such event, Landlord shall refund any advance rental payment theretofore paid by Tenant and the security deposit, and shall pay to Tenant the Test Fit Allowance and the parties shall thereupon be relieved of any and all liability hereunder except for such obligations that survive the expiration or sooner termination of the Lease.

2.03 Intentionally Deleted.

2.04 Termination Option.

2.04.1 Subject to each of the terms and conditions set forth below in this Section 2.04, provided (a) no default beyond applicable notice and cure periods shall have occurred and be continuing, and (b) Tenant has not assigned this Lease other than to a Permitted Transferee (as hereinafter defined), then and in such event Tenant shall have a one-time right (such right being referred to as the **“Special Cancel Right”**), to terminate this Lease effective as of the last day of the fifth (5th) Lease Year (such actual date being the **“Vacate Date”**). After the Rent Commencement Date shall have occurred the parties shall indicate the Vacate Date and the Special Cancellation Outside Notice Date (defined in following sentence) in the executed Rent Commencement Date Certificate attached to this Lease as Exhibit D but failure to do so shall not modify or abridge Tenant’s rights under this Section 2.04. The Special Cancel Right shall be exercisable by Tenant only by its giving to Landlord written notice (the **“Special Cancel Right Notice”**) no later than twelve (12) months prior to the Vacate Date (the **“Special Cancellation Outside Notice Date”**), time being of the essence.

2.04.2 Any such Special Cancel Right Notice shall be effective if and only if Tenant shall pay to Landlord the Special Cancel Right Termination Fee (defined below) on or prior to the date Tenant exercises its Special Cancel Right, time being of the essence. For purposes hereof, Landlord and Tenant agree that the "**Special Cancel Right Termination Fee**" shall be in the amount of \$866,606.07. For the purposes of information only, such fee was calculated on the basis of (i) the then unamortized Transaction Costs (defined below) remaining as of the Vacate Date (based upon a recovery period of one hundred twenty-six (126) months and an interest rate of zero percent (0%)) plus (ii) an amount equal to six (6) months of the then-current monthly Base Rent installment (i.e. \$218,025.48) but the amount set forth above shall be conclusive upon both Landlord and Tenant and for all purposes of this Lease. As used herein, the term "**Transaction Costs**" shall mean all amounts paid by Landlord for the Allowance, the Test Fit Allowance, the Abatement Amount, reasonable attorneys' fees and brokerage fees in connection with this Lease.

2.04.3 If Tenant exercises the Special Cancel Right in accordance with the provisions of this Section 2.04, then Tenant agrees to and shall surrender to Landlord sole and exclusive possession of the entire Premises by not later than the Vacate Date, in the physical condition required in this Lease for surrender of possession and free of occupants and subleases, broom clean and with all of Tenant's personal property removed therefrom, and in the condition required for surrender of the Premises as otherwise set forth in this Lease (collectively, the "**Vacate Condition**"). Time is of the essence of all of Tenant's obligations under this Section 2.04.

2.04.4 Tenant's exercise of the Special Cancel Right shall not be revocable by Tenant. If Tenant exercises the Special Cancel Right in compliance with all conditions of this Section 2.04, Tenant's obligation to pay rentals and other sums shall prospectively terminate from and after the date (the "**Termination Date**") which is the later to occur of (i) the Vacate Date or (ii) such later date (if any) when Tenant surrenders the Premises to Landlord in the Vacate Condition. Tenant shall pay all rent and other sums and shall perform all of its obligations with respect to the Premises through and including the Termination Date. Landlord shall also return the Security Deposit, and refund any amounts due to Tenant, within thirty days following the Termination Date. Upon any exercise of the Special Cancel Right, Tenant's rights under Sections 28 and 29, below, shall immediately become void and of no further force or effect. Notwithstanding anything to the contrary set forth in this paragraph, it is agreed that if Tenant gives Landlord the Special Cancel Right Notice, and if Tenant does not surrender to Landlord exclusive possession of the entire Premises in the Vacate Condition by the Vacate Date, then in such event Tenant's occupancy of the Premises beyond the Vacate Date shall be as a tenant at sufferance and Tenant shall be liable to Landlord as a holdover tenant pursuant to the terms of Section 28, below. Landlord alone shall have the right in its sole discretion to waive in writing any or all conditions contained in this paragraph for its benefit.

2.05 Temporary Space. Upon full execution of this Lease (the "**Start Date**"), but subject to and contingent upon Landlord's recovery of possession of the Temporary Space (as hereafter defined) from the existing tenant occupying the Temporary Space, Tenant shall have the right to use that certain space in the Building designated as Suite 221 (the "**Temporary Space**"), in its "as-is" condition. Landlord shall have no liability to Tenant should Landlord be unable to recover possession of the Temporary Space from the existing tenant. Tenant shall not perform any alterations to the Temporary Space. Tenant's possession of the Temporary Space shall be subject to all of the terms of this Lease, except that Tenant shall not be obligated to pay Rent for the Temporary Space. Tenant shall, however, be liable for the reasonable cost of any services (e.g., overtime HVAC) that are provided to Tenant during Tenant's possession of the Temporary Space. Tenant acknowledges that Tenant is only entitled to possession of the Temporary Space between the Start Date and the date that is two (2) business days after the Rent Commencement Date (the "**Temporary Space Termination Date**"). Tenant shall surrender the Temporary Space in the same condition in which it was delivered to Tenant, ordinary

wear and tear, damage by casualty and condemnation and any matters that are the obligation of Landlord under this Lease excepted, on or before the Temporary Space Termination Date. If Tenant fails to surrender possession of the Temporary Space in accordance with the terms of this Section 2.05 by the Temporary Space Termination Date, Tenant shall be considered to be in holdover possession of the Temporary Space and shall pay to Landlord for each month (or any portion thereof) during which such holdover continues, a sum equal to (i) for the first sixty (60) days of any such holdover \$7,909.40 per month, and (ii) for such period of time after the initial sixty (60) days of any such holdover \$9,886.75 per month.

Section 3. Rent.

3.01 Base Rent. Tenant hereby covenants and agrees to pay a basic annual rent ("**Base Rent**") set forth in the Fundamental Lease Provisions, payable on demand without deduction, set off, demand or counterclaim except as set forth in this Lease or provided by law, 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 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 (as hereinafter defined). Any installment of Rent not paid within ten (10) days from the date due shall accrue interest at four percent (4%) per annum in excess of the prime rate as published in the Wall Street Journal or successor thereto (or the highest legal rate, if lower) until paid in full, which interest shall be deemed Additional Rent hereunder.

3.03 Rent; Manner of Payment. The term "**Rent**" as used herein, includes, without limitation, (a) Base Rent (b) Operating Cost Pass-Throughs, (c) Real Estate Tax Pass-Throughs, and (d) all other amounts payable by Tenant to Landlord (whether or not the same are specifically referred to herein as Additional Rent). Items (b), (c) and (d) above may sometimes herein be referred to as "**Additional Rent**". If the term of this Lease begins on a day other than the first day of a month, Base Rent from such date until the first day of the next succeeding month shall be prorated on the basis of the actual number of days in each such month and shall be payable in advance. All payments of Rent shall be made without demand, deduction, offset or counterclaim in cash or by check, auto deposit, or wire transfer payable to Landlord c/o Agent, and delivered to the Address for Payment of Rent 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 beyond any applicable notice and cure period, 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, as the case may be, for the payment of any Rent, or any other sum in default, or for the payment of any other amount Landlord may reasonably spend or become obligated to spend by reason of Tenant's uncured default, and Tenant shall replenish the amount of the Security Deposit so expended within three (3) business days after request.

3.05 Rent Tax. Tenant shall be solely responsible for the payment of any rental, sales or use tax or other similar tax, in each case to the extent imposed upon tenants, 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 on a timely basis to the applicable taxing authority as and when required by such authorities for the Rent on which the tax is based.

3.06 Additional Rent for Operating Expenses and Real Estate Taxes.

3.06.1 Commencing as of the first (1st) day of the second (2nd) Lease Year, if, in any calendar year during the Lease Term, 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 Commencing as of the first (1st) day of the second (2nd) Lease Year, if, in any calendar year during the Lease Term, 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, 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-five (365).

3.06.4.1 "**Operating Expenses**" shall mean any and all expenses, costs and disbursements (but not specific costs billed to and paid by specific tenants) incurred by Landlord with respect to the ownership, management, operation, maintenance, servicing and repair of 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 Tenant's share thereof and the preparation of statements required by Building tenant leases; management fees in the amount of four (4) percent, whether or not paid to any person having an interest in or under common ownership with Landlord; purchase and installation of indoor plants in the common areas; and landscaping maintenance and the purchase and replacement of landscaping services, plants and shrubbery. If Landlord makes an expenditure for a capital improvement to the Land or the Building by installing energy conservation or labor-saving devices to reduce Operating Expenses, or to comply with any law, ordinance or regulation pertaining to the Land or the Building enacted after the Rent Commencement Date, and if, under generally accepted accounting principles, such expenditure is not a current expense, then the cost thereof, to the extent of the actual decrease in Operating Expenses so achieved in the calendar year, shall be amortized over a period equal to the useful life of such improvement, determined in accordance with generally accepted accounting principles, and the amortized costs allocated to each calendar year during the Lease Term, together with an imputed interest amount calculated on the unamortized portion thereof using an interest rate of the prime rate of interest (as set forth in the wall Street Journal or any successor publication), plus two percent (2%), shall be treated as an Operating Expense. Notwithstanding the foregoing, Tenant's Pro Rata Share of Operating Expenses, in respect only to "controllable expenses", shall not increase by more than six percent (6%) per annum, on a non-cumulative basis commencing with the second Lease Year. As used herein, the term "controllable expenses" shall be defined as those items within Operating Expenses other than those relating to (i) insurance, (ii) utilities, (iii) wages subject to a collective bargaining agreement, (iv) snow and ice removal, (v) any expense imposed by or related to any governmental authority arising after the date of this Lease, including but not limited to, the Americans with Disabilities Act, OSHA and any other law now effective or imposed in the future, and (vi) any above-standard service provided to Tenant.

3.06.4.2 Notwithstanding anything to the contrary contained in the Lease, Operating Expenses shall not include any of the following:

- (a) depreciation or amortization of the Building or any other improvements on the Land or any Building equipment (other than amortization of capital expenses to the extent expressly permitted in Section 3.06.4.1 above of this Lease;
- (b) principal and interest on borrowed funds, whether secured or unsecured, including, without limitation, any mortgage, deed of trust or similar instrument encumbering all or any portion of the Property;
- (c) costs of preparing, completing, fixturing, furnishing, painting, decorating, renovating or performing any other work in any prospective or existing tenant's space;
- (d) the cost of any repair, restoration, replacement or other item, to the extent that it is reimbursable by insurance, warranties, condemnation proceeds or otherwise (other than reimbursement of operating expenses under escalation provisions in leases);
- (e) costs in connection with procuring, re-leasing or retaining prospective or existing tenants of the Building, including, without limitation, leasing commissions, attorneys' fees, tenant allowances, and advertising costs;
- (f) rental payments made under any ground lease, underlying lease or easement (if any);
- (g) expenses for any item or service not offered to Tenant, but provided to certain other tenant(s) in the Building whether with or without a separate charge therefor;
- (h) expenses incurred by Landlord in connection with any financing, restructuring or sale of all or any portion of the Property;
- (i) capital improvements and other capital expenditures (as determined in accordance with GAAP), other than capital expenditures expressly permitted hereinabove;
- (j) salaries of employees above the grade of senior chief engineer and senior property manager who are not directly involved in day-to-day operation or management of the Building;

- (k) general overhead and administrative expenses of Landlord relating to maintaining Landlord's existence and functioning either as a corporation, partnership or other entity (as opposed to such costs relating to the Building operations and management which may be included in operating expenses);
- (l) to the extent amounts paid to Landlord, or to subsidiaries or other affiliates of Landlord for goods and/or services furnished for the Property exceeds the costs of such goods and/or services furnished to comparable buildings when rendered by unaffiliated third parties on a competitive basis, the excess amount shall be excluded;
- (m) any costs incurred as a result of the negligence or willful misconduct of Landlord or its employees, or agents;
- (n) costs, penalties or fines incurred due to the violation by the Landlord of any laws, rules, regulations or ordinances applicable to the Property, unless the violation results from the act or omission of Tenant;
- (o) any fines, penalties, and late fees;
- (p) costs and expenses which apply solely to any retail space, residential space, or garage space;
- (q) rentals for equipment (except for temporary rentals or rentals needed in connection with emergencies or normal repairs and maintenance of the Building) which if purchased, rather than rented, would constitute a capital improvement or capital expenditure (as determined in accordance with GAAP), except for items that would be capital expenditures expressly permitted hereinabove;
- (r) any costs incurred to clean up, contain, abate, remove, remediate or otherwise remedy hazardous materials in or around the Building or Land in violation of any applicable legal requirements;
- (s) costs related to the original development, construction and/or expansions of the Building, the costs of repairing or replacing defects in the original construction or expansions of the Building, and costs for the completion of any work relating to a zoning condition or requirement of any governmental agency in connection with the original approval of the construction and development of the Building or approval for any additions, renovations or expansions of the Building;
- (t) costs incurred due to violations by Landlord or by any tenant or other occupant of the Building (other than Tenant or an occupant of the Premises) of any of the terms and conditions of any leases or other occupancy agreements with respect to the Building to the extent that such costs would not have been incurred had there been no violation, including any violations by Landlord of this Lease;
- (u) advertising and promotional expenditures;
- (v) intentionally deleted;
- (w) repairs and maintenance performed in any tenant's exclusive space that was solely for such tenant's exclusive space (specifically excluding any repairs and maintenance work to any base building systems within such tenant space), unless such repairs and maintenance services are similarly provided to, or benefits generally, the Building;
- (x) any amounts not actually expended, such as a contingency fund, bad debt reserve fund or sinking fund;
- (y) legal, consulting or accounting fees, excluding those relating to the normal operations of the Building or the appeal of Real Property Taxes;
- (z) any cost or expense with respect to an item which is specifically excluded from the definition of Real Property Taxes;
- (aa) costs for acquiring sculpture, paintings and other art objects at the Building;
- (bb) costs, fees, dues, contributions or similar expenses for political, charitable or voluntary industry associations, expressly excluding any fees or charges paid to any business or community improvement district;
- (cc) all costs and expenses for any item or service (1) that are reimbursable to Landlord by tenants or other occupants of the Building under their leases (other than as a pass-through of such tenant's share of operating expenses and real property taxes), or (2) to the extent Landlord is reimbursed from any other source (it being understood that Landlord shall exercise commercially reasonable efforts to obtain any reimbursement to which it is entitled);

- (dd) costs of additional insurance premiums for the Building due to any particular tenant's operations within tenanted space other than the Premises;
- (ee) deleted;
- (ff) costs incurred by Landlord in defending lawsuits (and any judgments or costs of settlement thereof) or in connection with Landlord asserting any lawsuit against any third party, unless any lawsuit asserted by Landlord is asserted for the purpose of obtaining refunds of Real Property Taxes or reimbursements from warranties or other third parties (other than tenants) to which Landlord is entitled (but not in excess of the amount of reimbursement recovered); provided, however, in no event shall operating expenses include legal fees and other costs and judgments relating to disputes with other tenants or occupants of the Building or lenders;
- (gg) asset management fees (as opposed to property management fees permitted in Section 4(c));
- (hh) deleted;
- (ii) expenses related to the use, maintenance and/or repair of any storage space leased to tenants;
- (jj) any severance payments or other payments made by Landlord in connection with the termination of the agreement with the then existing property management company;
- (kk) any liability for any unfunded pension plans; and
- (ll) any cost to the extent duplicative of any other operating expense or item of Real Property Taxes.

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, (i) federal and state taxes on income from the Building, any excise, franchise, grantor's, recordation, net income, or "value added" tax, any mortgage and ground lease recording tax and any other tax or charge on transfers and financings, and any inheritance, estate, succession, transfer, income, gift or profit tax, (ii) any business, professional or occupational tax, and (iii) any fines or penalties incurred as a result of the late payment of Real Estate Taxes. For purposes of this Section 5, real estate taxes shall be calculated without taking into account (i) any discount that Landlord receives by virtue of any early payment of Taxes or (ii) any tax abatement, exemption or deferral program affecting the Property. It is agreed that Tenant will be responsible for all taxes on its personal property and on the value of its tenant improvements. Landlord shall pay any special assessment by installments in the maximum number of installments permitted, and in such event Real Estate Taxes shall include such installments and interest actually paid on the unpaid balance of the assessment.

3.06.6 If at any time during the Base Year and a calendar year following the Base Year, less than ninety five percent (95%) of the total rentable square feet of office space in the Building is occupied by tenants, the amount of Operating Expenses and/or Real Estate Taxes for any such 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 ninety five percent (95%) occupied during such 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 and Real Estate Tax Pass-Throughs for the current calendar year. Such statement shall show the amount of Operating Cost Pass-Throughs, if any, and the amount of Real Estate Tax Pass-Throughs, if any, payable by Tenant for such year on the basis of Landlord's estimate. Commencing on the first day of the first calendar month following the Base Year, and continuing on each monthly rent payment date thereafter until further adjustment pursuant to this Section, Tenant shall pay to Landlord one-twelfth (1/12) of the amount of said estimated Operating Cost Pass-Throughs and estimated Real Estate Tax Pass-Throughs. Within ninety (90) days after the expiration of each calendar year ("Expired Year") during the Lease Term, or as soon as is reasonably practical thereafter, Landlord shall furnish to Tenant a statement (the "Expense Statement") showing the actual Operating Expenses and Real Estate Taxes for the Expired Year. The Expense Statement shall be conclusive and binding on Tenant unless Tenant shall challenge the determination or commence an audit of the Expense Statement within one hundred eighty (180) days after Tenant's receipt thereof. 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, at Tenant's election, Landlord shall credit the next due monthly rental payments by Tenant with an amount equal to such overpayment or (provided no amounts are otherwise payable to Landlord under this Lease) refund the entire amount to Tenant. 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 sixty (60) 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 (and Landlord's obligation to make refunds in connection therewith) 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. Notwithstanding the foregoing, in the event Landlord shall fail to invoice Tenant for any Additional Rent pursuant to this Section 3 within three (3) years after the end of any applicable calendar year, then Landlord shall be deemed to have waived its right to collect such Additional Rent.

3.06.9 At any time within one hundred eighty (180) days following Tenant's receipt of an Expense Statement for any calendar year, Tenant shall have the right to retain any consultant or auditor acceptable to Tenant who regularly conducts reviews of operating expenses and real estate taxes 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 and Real Estate Taxes 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. Except as expressly provided for below, Tenant shall bear all costs of any such inspection. Tenant shall keep the results of any such audit confidential, except to the extent (x) reasonably required to be revealed in any legal action or negotiations between Landlord and Tenant relating to operating expenses and Real Property Taxes, or (y) as may otherwise be required by law. In addition to its right to audit the Expense Statement, Tenant shall also be permitted to audit the Base Year in connection with the first audit performed by Tenant hereunder. As part of any audit, Landlord shall reasonably cooperate with Tenant at Tenant's request in exercising Tenant's rights to audit or otherwise review the expenses of any property owners and/or unit owners association to which the Building is subject. Tenant may review those books and records of Landlord and support documentation related thereto with respect to the calendar year in question (and at Tenant's request, with respect to the first audit performed by Tenant, the Base Year) that are related to operating expenses, Real Estate Taxes and/or Landlord's determination of Tenant's Proportionate Share thereof. Landlord shall maintain its books and records in accordance with GAAP. The results of the audit shall be shared with Landlord if based on such audit Tenant still disputes the Expense

Statement. If such audit or review reveals that Landlord has overcharged Tenant and Landlord does not provide evidence substantiating the amount charged to Tenant, then within thirty (30) days after the results of such audit are made available to Landlord, Landlord shall reimburse Tenant for the amount of the overcharge from the date that Landlord delivered the Expense Statement to Tenant) by applying such amount against Rent, unless this Lease has expired or been terminated, in which event Landlord shall refund such amount to Tenant. If the audit reveals that Landlord overstated Tenant's Additional Rent on account of operating expenses and/or Real Property Taxes by more than five percent (5%) for the period of time that is covered by the audit, Landlord shall also reimburse Tenant for the reasonable out-of-pocket cost of its audit or review up to Three Thousand Five Hundred Dollars (\$3,500).

3.6.10 If Landlord and Tenant cannot agree on any disputed items in connection with Tenant's audit under Section 3.6.9 above, then the matter shall be determined by Arbitration (as hereafter defined). If Landlord and Tenant agree, or if the Arbitration determines, that the amount paid by Tenant to Landlord exceeded the amounts to which Landlord was entitled hereunder, Landlord shall credit the amount of such excess against the next installment of Rent due and payable hereunder by Tenant after the date of such agreement or determination unless this Lease has expired or been terminated in which event Landlord shall refund such excess to Tenant within thirty (30) days after such agreement or determination. If the Landlord and Tenant agree, or if the Arbitration determines, that the amount paid by Tenant to Landlord was less than the amount to which Landlord was entitled hereunder, Tenant shall pay to Landlord the amount of such shortfall, within thirty (30) days of the date of such agreement or determination. The term "**Arbitration**" shall mean binding, expedited arbitration by a panel of three (3) arbitrators in accordance with the then-current rules for expedited commercial arbitration promulgated by the American Arbitration Association ("**Arbitration Rules**"). The decision of any such Arbitration may be entered by any party to such Arbitration as a final judgment in any court of competent jurisdiction. Any notice of a disputed claim subject to Arbitration shall include such party's choice of an arbiter, who shall have at least ten (10) years' experience in accounting in the commercial real estate industry for comparable buildings. Within ten (10) days of receipt of such notice, the party receiving such notice shall notify the other party of its choice of an arbiter. Within ten (10) days thereafter, the two (2) arbiters shall choose a third arbiter, at which point such three (3) arbiters shall proceed to resolve the dispute pursuant to the Arbitration Rules. The arbitrators shall render their final decision with respect to the dispute within thirty (30) days after the third arbitrator is appointed. Subject to the provisions of Section 3.6.9 (including the last sentence thereof), each party shall pay the fees of the arbiter it selects and one-half (½) of the fees of the third arbiter.

Section 4. Landlord's Services.

4.01 Landlord covenants and agrees that, except as otherwise specifically provided in this Lease, it will, furnish at no additional cost to Tenant:

(i) heat and air conditioning to the Premises between the hours of 7:00 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 ("**Normal Business Hours**"), except holidays recognized by the U.S. Government. Such heat and air conditioning shall be furnished at levels to afford reasonably comfortable occupancy at levels that are consistent with comparable buildings in the Washington D.C. metropolitan area. Landlord shall provide overtime HVAC at the Building during hours and at overtime costs determined by Landlord (reflecting Landlord's actual costs for providing such service, without mark-up) and (ii) change the above listed hours of operation.

(ii) electricity for lighting purposes and operation of ordinary office equipment, including without limitation, office machines such as desk-top computers, telecommunications equipment, P.C. monitors, servers, printers, photocopiers, office telephone system, U.P.S power back up, routers, Wi-Fi system, internet connections, security cameras, office access system, video conferencing system and

typewriters. The Premises shall have an aggregate capacity of not less than four watts per rentable square foot demand load in addition to sufficient electricity to operate the base building HVAC system, Tenant shall not use equipment requiring heavier than such levels of electricity ("**Excess Use**"), 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; Tenant shall be billed for Excess Use only during any period of such Excess Use and only if such Excess Use is established by objective criteria.

(iii) elevator service; At least one passenger elevator shall be available and service the Premises and other floors in its zone during Normal Business Hours and at least one passenger elevator will be available to service the Premises at all other times. Tenant and its employees and business guests shall have 24/7 access to the Premises every day each year. Freight elevator and loading dock service will be available at no charge to Tenant during Normal Business Hours on a first come first served basis. Freight elevator and loading dock service will also be available to Tenant after Normal Business Hours for no fee. If Landlord shall establish any such fee, Tenant shall not be charged any such fee unless the fee is charged on a building-wide basis, shall not be in excess of rates charged at comparable buildings in McLean, Virginia and shall not be in excess of the lowest rate charged to any tenant in the Building. Landlord will provide free freight elevator and loading dock services for the performance of the Landlord's Work and all of Tenant's initial installations of Alterations and move-in.

(iv) janitor and char services Monday through Friday of each week, after 6:00 p.m. except holidays recognized by the U.S. Government (as set forth on **Exhibit H**);

(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 and three individual names on said directory board. 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 and a sign in the elevator lobby of the floor for the Premises. Changes to any of the building directory, the elevator lobby sign 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. In addition to the foregoing, Tenant may install, at Tenant's sole cost and expense, identifying signage containing Tenant's name and/or logo on the exterior of the Building (the "**Exterior Signage**") in the location and of the size shown in Exhibit E attached hereto; provided, however, that the design, color, materials and method of attachment of the Exterior Signage shall be subject to the reasonable review and written approval of Landlord (said approval not to be unreasonably withheld, conditioned, or delayed). Notwithstanding anything to the contrary contained in this Lease, Tenant's rights to the Exterior Signage are (i) personal to the originally named Tenant and any Permitted Transferee (as hereinafter defined), and (ii) subject to Tenant's continued leasing of not less than seventy five percent (75%) of the original Premises. Tenant shall insure, maintain, repair and replace all Exterior Signage at its sole cost and expense (including the repair and maintenance of all portions of the Building affected thereby), ensure the compliance of such Signage with all applicable Laws and obtain and maintain all governmental approvals and permits required in connection therewith, and Tenant shall remove all Exterior Signage on or prior to the expiration or earlier termination of this Lease and repair all damage to the Building caused thereby and restore the area of its installation to its condition existing immediately prior to such installation (normal wear and tear and obligations that are the responsibility of Landlord under this Lease excepted). Landlord will reasonably assist Tenant in obtaining approvals from all applicable governmental authorities to maximize the signage it is able to install at no additional cost to Landlord.

(vi) Upon Tenant's request, Landlord shall permit Tenant to install a supplemental HVAC unit in a location specified by Landlord on the roof of the Building and in accordance with plans and specifications approved by Landlord in writing, and allow Tenant

nonexclusive access to the conduits and risers in the Building for access thereto to service the Premises. Tenant shall be solely liable for all cost and expense associated with such supplemental HVAC unit, including installation, operation, utility service, maintenance, removal (if requested by Landlord prior to the end of the Lease Term), insurance and all other cost or expense related thereto whatsoever.

(vii) Tenant shall be permitted access to the same telecommunications providers that it currently uses in the Building and shall have the right to connect to any risers and conduits in the Building that it may require for such access, and shall have the right to use such other providers as Tenant may request from time to time that are approved by Landlord, which consent not to be unreasonably withheld or delayed.

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. Landlord agrees, to the extent reasonably practicable, to give reasonable advance notice to Tenant of any scheduled interruption of Building services or any work that may interfere with the conduct of business in the Premises, and Landlord shall use all commercially reasonable efforts to minimize any disturbance from any such interruption or work. 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 untenable due to the presence of Hazardous Materials in violation of legal requirements, or the Premises (or applicable portion) is untenable due to construction in the Building for a period of more than five (5) consecutive days (a "**Threshold Period**") and (ii) such interruption renders all or any portion of the Premises unusable by Tenant for Tenant's ordinary and customary business purposes (it being understood that denial of access to the Building shall be deemed to render the entire Premises unusable), and the Premises or such portion thereof are not used by Tenant, then, Tenant shall be entitled to a pro rata abatement of Base Rent and Additional Rent on account of Operating Expenses and Real Estate Taxes (based on the portion of the Premises that has been so rendered unusable) beginning on the first (1st) day after expiration of the applicable Threshold Period that the Premises or such portion are unusable for Tenant's ordinary and customary business purposes (and not used) and continuing until the Premises or such portion thereof are rendered usable for Tenant's ordinary and customary business purposes.

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. Tenant 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"). Landlord agrees that on the Lease Commencement Date the Premises will be adequately serviced for general office use by the Building's HVAC, plumbing, mechanical, electrical, sprinkler and other Building systems including both the base building systems and the systems servicing the Premises and that as of the Lease Commencement Date such base building systems and the systems serving the Premises will be in compliance with applicable laws.

Section 6. Upkeep of Premises.

6.01 Landlord shall maintain and repair the base Building structural elements of the Building, common areas and other public areas of the Building, the exterior walls of the Building, the foundation of the Building, the roof and base Building systems, including all base Building mechanical, electrical, plumbing, HVAC and fire and life safety systems), including any such items within the Premises, in a manner comparable to Comparable Buildings. Except as provided herein, Tenant agrees to maintain the Premises in good order and repair 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, and other infrastructure related items that exclusively serve the Premises excepting structural items and other matters that are the obligation of the Landlord as stated above. Notwithstanding the foregoing, except for the negligence or willful misconduct of Landlord or its agents, or employees, and except as otherwise provided in this Lease, 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. Landlord agrees that if (i) the Premises fail to comply with any applicable legal requirements as of the Commencement Date, or (ii) during the Lease Term any base building systems serving the Premises fail to comply with any applicable legal requirements, then provided such failure of compliance unreasonably impacts Tenant's ability to conduct its business in the Premises, Landlord, at Landlord's sole cost, shall remedy any such noncompliance promptly upon its receipt of notice of such failure of compliance.

Section 7. Use of Premises.

7.01 Tenant covenants to use the Premises only for the Permitted Use defined in the Fundamental Lease Provisions and for no other purpose, subject to and in accordance with all applicable zoning and other governmental regulations. Tenant, at its cost and expense, will observe and comply promptly with all present and future laws, ordinances, regulations, orders or other legal requirements of any other public or quasi-public authority having jurisdiction over the Premises. All property of any kind which may be on the Premises shall be at the sole risk of Tenant or those claiming through or under Tenant. Tenant will not install any cigarette, food or beverage vending machines in or about Premises except for use by Tenant's employees and business guests. Landlord also represents and warrants that there are no existing rights or easements that adversely impact Tenant's full access and use of the Premises. In no event shall Landlord modify the certificate of occupancy or any other license or permit in a manner that would adversely affect Tenant's use of the Premises or the use and enjoyment thereof.

7.02 Lawful Use. Landlord shall comply with all applicable laws that are applicable to the structural components of the base Building (including those structural components of the base Building that are located within the Premises), the common areas and other public areas in the Building (including all Building elevator cabs, call buttons, water fountains, and the common area restrooms, including those restrooms located within the Premises that would have been common restrooms had they not been on floors leased entirely by Tenant) and Landlord shall cure any violations thereof promptly after receiving written notice thereof. Tenant shall not permit the Premises, or any part thereof, to be used for any disorderly, unlawful or hazardous purpose, nor as a nuisance to Landlord or other tenants, nor for the manufacture of

any product therein. In the event that by reason of Tenant's particular use of the Premises that is inconsistent with an office or retail occupancy or any alterations or other work performed by or on behalf of the Tenant within the Premises or the Building that is inconsistent with an office or retail occupancy 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.

7.03 Intentionally Deleted.

7.04 Exclusive Use. So long as (i) Tenant is occupying at least seventy-five percent (75%) of the Premises, (ii) Tenant has not committed a default that remains uncured beyond any applicable notice and cure period, and (iii) the Premises are being used as a residential real estate sales and leasing company (the "Exclusive Use") by the Tenant hereunder, Landlord shall not, after the date of this Lease, enter into another lease at the Building with a tenant that operates the Exclusive Use. The restrictions set forth in this Section 7.04 shall not be applicable to any tenancy over which Landlord has no control (such as assignment of lease approved by bankruptcy court or any assignment or sublease under a tenant's lease over which Landlord has no approval rights). Landlord, at its sole cost, will enforce the provisions of lease with any tenant or other occupant that violates the aforesaid restrictions. Should any person challenge the enforceability of the restrictions set forth in this Section 7.04 because of the anti-trust laws or violations of laws restricting restraints on trade, Landlord and Tenant shall share the defense of same equally and share equally all costs and expenses necessary for such defense. Tenant's sole remedies for any breach of this Section 7.04 is to pursue equitable or injunctive relief and Landlord shall have no liability for any economic or consequential damages to Tenant, except if Landlord shall breach its obligation to equally share costs of a defense against a challenge of the enforceability of this provision, as provided in the preceding sentence, Tenant may seek legal remedies against Landlord to collect Landlord's equal share of such defense costs.

Section 8. Tenant's Agreement.

8.01 Tenant covenants and agrees:

(a) to timely pay Landlord all Rent during the term;

(b) Subject to Section 15.02 of this Lease, 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 to the extent arising from: (i) Tenant's negligence, (ii) Tenant's use or occupancy of the Premises or of the Property, or of anything thereon (including but not limited to the parking facilities in or adjacent thereto), or (iii) any injury, loss, or damage to any person or the property upon the Premises during the term of this Lease not caused by the gross negligence or other wrongful conduct of Landlord, Agent or their respective officers, directors, members, managers, partners, agents, employees, contractors or invitees (each, a "Landlord Party") 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; provided that in no event shall Tenant be liable for (x) any loss, damage, claim, cost or expense to the extent caused by the gross negligence or other wrongful conduct of any Landlord Party; and (y) consequential or incidental damages.

(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, except for Alterations permitted under this Lease, 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 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 under standard policies of insurance applicable to the Building or which may render any increased or extra premium payable for such insurance policies or which shall be contrary to any law, ordinance or regulation, rule or regulation from time to time established by any public authority; Landlord acknowledges and agrees that Tenant's Exclusive Use does not violate this Section 8.01(d).

(e) not to move any heavy or bulky 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) except as permitted in this Lease, not to place upon the interior 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 discretion of Landlord; provided that the foregoing shall not be construed to prevent or otherwise restrict Tenant from installing or placing such items within the interior of the Premises without the reasonable approval of Landlord to the extent not conspicuous from the outside of the Premises; to park vehicles only in the areas from time to time reasonably designated by Landlord in the Building; 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) each of the Building Rules and Regulations and Construction Rules and Regulations attached to this Lease and any 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 hereafter reasonably established by Landlord for the safety, care, and cleanliness of the Property and the preservation of good order thereon; If there is any inconsistency between this Lease and the Building Rules and Regulations or Construction Rules and Regulations, the Lease shall govern. In no event shall any new Building Rules and Regulations or Construction Rules and Regulations hereafter adopted adversely affect Tenant's use and enjoyment of the Premises or Tenant's leasehold estate with respect thereto except to a de minimis extent or violate the terms of this Lease. Landlord shall not enforce the Building Rules and Regulations or Construction Rules and Regulations against Tenant in a manner which unreasonably discriminates against Tenant.

(h) Intentionally Deleted.;

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

(j) not to obstruct or interfere with the rights of other tenants, or injure or annoy them or those having business with them and Tenant shall be answerable for all nuisances caused or suffered on the Premises or caused by Tenant on the Property, in the Building or on the approaches thereto;

(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 reasonably prescribe so as to achieve a proper distribution of weight;

(l) not to conduct or permit in the Premises either the generation, treatment, storage or disposal of any hazardous wastes or toxic substances of any kind (as defined in the Comprehensive Environmental Response, Compensation and Liability Act or any other present or future federal, state, county or local laws or regulations concerning environmental protection) ("**Hazardous Materials**") in each case if and to the extent that any such Hazardous Materials have been introduced into the Premises by Tenant or Tenant's agents, employees, contractors or invitees, and to prohibit its assignees and subleases and employees, agents and contractors (collectively "**Permittees**") from doing so; and, except for incidental or consequential damages, Tenant shall indemnify, defend and hold Landlord and its agents and partners harmless from all loss; costs, 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. Landlord agrees that if the Premises fail to comply with any applicable legal requirements (a) as of the Commencement Date because of the presence of hazardous materials or (b) after the Commencement Date because hazardous materials were introduced into the Premises by or on behalf of Landlord, then, in each such event Landlord, at Landlord's sole cost, shall remedy any such noncompliance promptly upon its receipt of notice of such failure of compliance.

Section 9. Alterations.

9.01 Except as provided in this Lease, Tenant shall not make any alterations, additions, or other improvements (each sometimes herein called an "**Alteration**") in or to the Premises or install any equipment of any kind that will require any alterations or additions or that will in any material respect adversely 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 and are not otherwise permitted under this Lease, Landlord upon notice to Tenant may require Tenant to correct or remove such alteration and, if Tenant fails to do so within thirty (30) days of such notice, 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 requiring the consent of Landlord shall be prepared by Tenant at Tenant's expense and shall thereafter be submitted to Landlord for its prior review and written approval. Landlord agrees to approve or disapprove any proposed Alterations for which Landlord's consent is required within ten (10) business days after Landlord's receipt of Tenant's written request therefor and sufficient information about the proposed Alterations to enable Landlord to make the determination called for by this Section 9(a). If Landlord fails to respond to Tenant within such ten (10) business day period, then Tenant may deliver a second written request requesting Landlord's approval, which second request shall be delivered to Landlord and shall have the following language in bold letters: "**THIS IS A SECOND REQUEST FOR LANDLORD'S APPROVAL OF PROPOSED PLANS AND SPECIFICATIONS [ORIGINALLY SUBMITTED] [RE-SUBMITTED] FOR LANDLORD'S APPROVAL ON _____, 20__ . IF LANDLORD DOES NOT RESPOND TO THIS REQUEST WITHIN SEVEN (7) BUSINESS DAYS, LANDLORD'S APPROVAL SHALL BE DEEMED GRANTED PURSUANT TO THE**

PROVISIONS OF SECTION 9.01 OF THE LEASE BETWEEN LANDLORD AND TENANT. If Landlord fails to respond to Tenant within seven (7) business days after Landlord's receipt of such second notice, then Landlord shall be deemed to have approved the proposed Alterations. All alterations and additions to the Premises shall be performed by contractors approved by Landlord, which approval shall not unreasonably be withheld or delayed. Landlord shall not require the use of union labor. If any alterations or additions are made to the Premises on behalf of Tenant during Tenant's occupancy in the Building for or after the initial Tenant improvements referenced on the Work Agreement and Landlord shall be selected by Tenant to control and supervise such construction, Tenant shall pay to Landlord a Construction Coordination Fee equal to three percent (3%) of the total cost of the work (including both soft and hard costs) to be performed, with the entire amount (based on estimates if applicable) of said fee due on a percentage of completion basis, subject to reconciliation once the work is completed; provided, however, that such Construction Coordination Fee shall not exceed Two and 10/100 Dollars (\$2.10) per rentable square foot of the Premises. No such fee shall be payable if Landlord is not selected by Tenant to supervise the performance the initial improvements or other alterations or improvements in the Premises. 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. All Alterations (except trade and other fixtures that Tenant wishes to retain and personal property) shall, upon completion, become Landlord's property and a part of the realty surrendered to Landlord upon the expiration of this Lease, except that Landlord may, at the time of its approval of such work require removal or restoration of Specialty Alterations (as herein defined) on the part of Tenant as a condition of such approval. Tenant shall have no obligation to remove or restore any other Alterations. All work by Tenant shall be subject to the Construction Rules and Regulations exhibit attached to this Lease. As used herein, a "**Specialty Alteration**" is any Alteration that is not part of the Tenant's initial Alterations which is not customary in a normal office installation and is of a nature that would require removal and repair costs that are materially in excess of the removal and repair costs associated with standard office improvements, including, for example, personal baths and showers, vaults, rolling file systems, raised or above-slab reinforced flooring, kitchens (but not pantries), interior staircases and similar items. Notwithstanding anything herein to the contrary, Tenant shall have no obligation to remove any of Tenant's initial Alterations in the Premises or any millwork unless Landlord has indicated the requirement therefor upon granting approval.

9.02 Mechanic's Liens. Subject to the provisions of the Work Agreement attached hereto as Exhibit A-1 and Landlord's payment obligations thereunder, 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 or bond any liens filed in violation hereof within ten days of notice thereof.

9.03 Tenant shall not be required to use building standard finishes when performing any alterations pursuant to the terms of this Lease; provided, however, that the finishes used by Tenant shall be of a quality equal to or greater than the building standard finishes, as reasonably determined by Landlord. Tenant shall not be required to comply with LEED or other voluntary environmental or energy requirements in the construction of any alterations, and Tenant shall not be required to use any labor union contractors or other personnel in the performance of the alterations. In no event shall Tenant be required to construct a suspended ceiling in any portion of the Premises.

9.04 Landlord, at Tenant's expense, and upon the request of Tenant, shall join in any applications for any permits, approvals or certificates required to be obtained by Tenant in connection with any Alteration permitted hereunder, with respect to such plans and shall otherwise cooperate with Tenant in connection therewith (provided that Landlord shall not be obligated to incur any cost or expense or liability in connection therewith), within five (5) business days following Tenant's written request from time to time and shall otherwise cooperate reasonably with Tenant in connection therewith.

9.05 In the event of any dispute between Landlord and Tenant under this Section 9 or the Work Agreement attached hereto as Exhibit A-1, such dispute shall be resolved by arbitration in accordance with the Expedited Arbitration Rules as set forth in Section ____ below.

Section 10. Tenant's and Landlord's Claims.

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

Section 11. Intentionally Deleted.

Section 12. Assignment & Subletting.

12.01 Except as specifically provided in this Lease, 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 (such consent not to be unreasonably withheld, conditioned or delayed), 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 (such consent not to be unreasonably withheld, conditioned or delayed). Neither the consent by Landlord to any assignment, transfer, or subletting to any party other than Landlord, nor an assignment, transfer or sublease permitted hereunder shall be construed as a waiver or release of Tenant from the terms of any covenant or obligation under this Lease, or of any guarantor under any guaranty of Lease provided to Landlord, nor shall the collection or acceptance of Rent from any such assignee, transferee, subtenant or occupant constitute a waiver of, or release of, Tenant from any covenant or obligation contained in this Lease. In the event that Tenant defaults hereunder beyond any applicable notice and cure period, 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 of the Lease, or a majority of the total interest in any partnership Tenant, 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 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 (including, without limitation, brokerage commissions), 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 (provided that in any sale of fixtures or leasehold improvements, the fair market value thereof shall be deducted from the calculation of the consideration received by Tenant for the purposes of this Section 12.03) 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 (50%) 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 ten (10) 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. Landlord shall execute a confidentiality agreement reasonably acceptable to Landlord and Tenant if Landlord shall request any such audit upon Tenant's request. The provisions of this Section 12.03 shall not apply in the event of a Permitted Transfer as set forth in Section 12.05 below

12.04 Process to Request Landlord's Consent. If Tenant wishes to assign the Lease or sublet all of the Premises for all or substantially all of the balance of the Term, Tenant shall, by notice in writing (a "Recapture Offer"), advise Landlord of its intention from, on and after a stated date (which shall not be less than sixty (60) days after the date of Tenant's notice) to sublet or assign all of the Premises for all or substantially all of the balance of the Term, and, in such event, Landlord shall have the right, to be exercised by giving written notice to Tenant within ten (10) business days after receipt of Tenant's Recapture Offer, 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. 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 Landlord does not elect to recapture the space within such ten (10) day period by a recapture notice to Tenant as aforesaid, Landlord shall have no recapture rights with respect to any assignment or sublease that is executed by Tenant within ten (10) months after the date of the Recapture Offer but Tenant will have the obligation to submit a Recapture Offer to Landlord with respect to any assignment or sublease executed after such date. Apart from Tenant's obligation to send Landlord a Recapture Offer for an assignment or a sublease of the entire Premises, Tenant may request Landlord's consent to any assignment or sublease (including a sublease of a portion of the Premises for all or a portion of the Term) in a notice that 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. Tenant shall, concurrently with any request for Landlord's consent, pay to Landlord a fee in the sum of One Thousand Five Hundred and 00/100ths Dollars (\$1,500.00) 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. The aforesaid fee shall automatically increase by three percent (3%) on each anniversary of the Rent Commencement Date. Landlord's consent to any assignment or sublease shall not unreasonably be withheld or delayed. Landlord shall respond to any request by Tenant within ten business days after receipt of a request by Tenant for such consent. If Landlord fails to respond to any request for consent to a sublease or assignment within ten (10) business days after receipt of Tenant's notice,

Tenant may elect to submit an "Assignment/Sublease Reminder Notice" (as hereinafter defined) to Landlord and if Landlord does not respond to the Assignment/Sublease Reminder Notice within seven (7) business Days after receipt thereof, then the proposed assignment or subletting, as applicable, shall be considered to have been consented to by Landlord. An "Assignment/Sublease Reminder Notice" shall mean a written notice delivered by Tenant to Landlord stating the following in capitalized and bold type prominently on the top of the first page of such notice: **"THIS NOTICE IS AN ASSIGNMENT/SUBLEASE REMINDER NOTICE DELIVERED UNDER THE LEASE. IF LANDLORD DOES NOT RESPOND TO THE PROPOSED REQUEST FOR APPROVALASSIGNMENT OR SUBLEASE WITHIN SEVEN BUSINESS DAYS AFTER RECEIPT OF THIS NOTICE, THEN LANDLORD WILL BE CONSIDERED TO HAVE CONSENTED TO THE PROPOSED ASSIGNMENT OR SUBLETTING, AS APPLICABLE."** If Landlord denies consent to a proposed assignment or subletting, Landlord shall specify the reasons therefor and Tenant shall have the right to commence an Expedited Arbitration proceeding in accordance with the provisions of Section 32 of this Lease. If it is determined in an Expedited Arbitration Proceeding that Landlord unreasonably withheld or conditioned such consent, Landlord's consent to the proposed assignment or subletting shall be deemed granted. All reasonable out of pocket costs and expenses, including attorney's fees incurred by Landlord in connection with any proposed or purported assignment, transfer or sublease shall be borne by Tenant and shall be payable to Landlord as Additional Rent as a condition of Landlord's consent. The provisions of this Section 12.04, including Landlord's recapture rights, shall not apply in the event of a Permitted Transfer as set forth in Section 12.05 below.

12.05 Notwithstanding anything to the contrary contained in this Section 12, Tenant may assign its entire interest under this Lease or sublease all or any portion of the Premises to an Affiliate (defined below in this paragraph) and to any Successor (defined below in this paragraph) without the consent of Landlord, provided that all of the following conditions are satisfied (a **"Permitted Transfer"**, and any such transferee pursuant to a Permitted Transfer being a **"Permitted Transferee"**): (1) no uncured monetary or material nonmonetary Event of Default then exists under this Lease; (2) Intentionally Deleted; (3) the Affiliate's or Successor's use of the Premises shall be only for the Permitted Use and shall not conflict with any exclusive use rights granted to any other tenant in the Building; (4) Intentionally Deleted; (5) Tenant shall give Landlord written notice at least ten (10) business days prior to the effective date of the proposed transfer, or as soon thereafter as is permissible under applicable law or any confidentiality agreements with respect to the transaction; and (6) in the case of an assignment to a Successor, such Successor shall have a tangible net worth sufficient for such assignee or sublessee to fulfill its obligations pursuant to such assignment or sublease. The term **"Successor"** shall mean any entity into which or with which Tenant is merged or consolidated or that otherwise succeeds by reorganization or other form of corporate reorganization or any entity that acquires all, or substantially all, of either the stock or other ownership interests or assets of Tenant or any transaction occurring in connection with a Change of Control Event (as defined below). Tenant's notice to Landlord shall include information and documentation showing that each of the above conditions has been satisfied. If requested by Landlord, in connection with any assignment, the Affiliate or Successor shall sign a commercially reasonable form of assumption agreement. In no event shall a Permitted Transfer release Tenant from its obligations under this Lease. As used in this Section 12.05, **"control"** (including, with its correlative meanings, "controlled by" and "under common control with") shall mean either (x) possession, directly or indirectly, of power to direct or cause the direction of management or policies whether through ownership of at least a majority of the securities or partnership or other ownership interests of the entity subject to control or management of the business and affairs of such entity or (y) a change in ownership of a majority of the securities or partnership or other ownership interests of the entity and a **"Change of Control Event"** shall mean a transfer made for good business purposes and not for the purpose of circumventing the provisions of this Section 12 (however accomplished, whether in a single transaction or in a series of related or unrelated transactions) of equity interests (or any other mechanism such as, by way of example, the issuance of additional stock, a stock voting agreement or change in class(es) of stock) which results in a change of control of Tenant.

12.06 All subtenants of Tenant shall have the same right to assign their subleases or further sublease their space to sub-subtenants on the same terms as applicable to Tenant with respect to assignments and subleases hereunder, mutatis mutandis, it being understood and agreed that Landlord's recapture rights shall apply only with respect to assignments of the Lease and subleases of the entire Premises for the balance of the Term hereof.

12.07 In the event of any dispute between Landlord and Tenant under this Section 12, such dispute shall be resolved by arbitration in accordance with the Expedited Arbitration Rules as set forth in Section 32 below.

12.08 Except in the case of a Permitted Transfer under Section 12.05 hereof, Landlord may take into consideration all relevant factors surrounding a proposed sublease or assignment, including, without limitation, the following, all of which factors shall be considered reasonable grounds to deny any such request: (i) the business reputation of the proposed assignee or subtenant and its officers, directors and stockholders; (ii) the financial condition of the proposed assignee or subtenant; (iii) restrictions, if any, presently contained in leases or other agreements affecting the Building; and (iv) the effect that the proposed assignee's or subtenant's occupancy or use of the Premises would have upon the operation and maintenance of the Building and Landlord's investment therein.

Section 13. Right of Access.

13.01 Landlord may, at reasonable times (and at any time in the event of an emergency as determined by Landlord) and upon reasonable notice, during the Lease Term enter to view or inspect the Premises; to determine whether Tenant is complying with its obligations under this Lease if it has any reasonable basis to conclude that any such violations may have occurred; to show the Premises at times which will not unreasonably interfere with Tenant's business to actual or prospective purchasers of the Building or mortgagees and, during the last twelve (12) months of the Term, to prospective tenants; 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 that it is permitted to perform under the provisions of this Lease; or to remove placards, signs, lettering, window or door coverings and the like that are in violation of the provisions of this Lease. Any access by Landlord under this Lease shall be accompanied by a designated representative of Tenant if Tenant shall have made such representative available to Landlord, except in the case of emergency. 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, 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 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, provided that Landlord shall be responsible for costs and expenses arising from the acts and omissions of the Landlord and the Landlord Parties.

13.02 Tenant shall have access to the Premise and the Building twenty-four (24) hours per day, seven (7) days per week (subject, however, to reasonable access provisions set forth in the rules and regulations established from time to time by Landlord for the Building as noticed to Tenant). Access to the Building outside Normal Business Hours will be by means of a security card access system, and if elected by Landlord, a guard system or other system or arrangement as established from time to time by Landlord. Landlord shall not be deemed to have warranted the efficacy of any lobby attendant, security

personnel, surveillance cameras, service, procedures or equipment and Landlord shall not be liable in any manner (except for cases of Landlord's or its agents' gross negligence or willful misconduct) for the failure of any such security personnel, services, procedures or equipment to prevent, control or apprehend anyone suspected of personal injury, property damage or any criminal conduct in, on or around the Property. Notwithstanding anything herein to the contrary, with respect to any alterations or other work in the Premises, the same shall be concealed behind walls and ceilings of the Premises and shall be installed by such methods and at such locations as will not, except to a de minimis respect, interfere with or impair Tenant's layout, appearance or use of the Premises, or by more than a de minimis amount reduce the useable area thereof, or interfere with any then-existing installations that shall have been made by Tenant. Any access by Landlord under this Lease shall be accompanied by a designated representative of Tenant if Tenant shall have made such representative available to Landlord. Landlord shall promptly repair any damages to the Premises resulting from the performance of any work by Landlord in the Premises. Landlord shall diligently proceed in the prosecution of such work and shall exercise commercially reasonable efforts to minimize any disturbance to the conduct of Tenant's business, and if such work is unreasonably impacting Tenant's ability to conduct its business in the Premises, then, Landlord will perform such work on an overtime basis.

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, office equipment, personal property and effects from the Premises not the property of Landlord; and to remove any Specialty Alterations required to be removed pursuant to Section 9.01 hereof. Tenant shall leave the Premises in broom clean condition and in good order and repair, reasonable wear and tear, damage by casualty and condemnation and repairs and replacements not the obligation of Tenant under this Lease excepted; and to yield up to Landlord the Premises and all keys, gate cards, security cards, and locks 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 reasonable 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 plus a twenty percent (20%) administrative and coordination fee. In addition, a fee of Fifty Dollars (\$50.00) per each item will be charged for keys, gate cards and security cards not returned to Landlord. In the event Tenant shall vacate the Premises at anytime during the last sixty (60) days of the Lease Term Landlord shall be entitled to commence alterations therein to render the Premises ready for the next Tenant without affecting Tenant's obligations to pay Rent through the balance of the Lease Term.

14.03 Move-in/Move-out. Tenant move-in and move-out shall be coordinated through Landlord's Agent and with Tenant's vacating of the premises currently occupied by Tenant in Suite 360 in the Building and shall be subject to the following limitations, conditions and costs: (i) Tenant shall notify Agent at least two (2) 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 and may charge Tenant an oversight fee (without any premium or markup) equal to Landlord's actual costs relating to said staff member's time; and (vii) Tenant shall comply with all other reasonable rules and regulations promulgated by Landlord from time to time. Landlord will provide loading dock and freight elevator service during the move in at no charge to Tenant.

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. Commencing on the third anniversary of the Rent Commencement Date, Tenant shall increase its insurance coverage, as required, but not more frequently than once every three years if, in the reasonable opinion of Landlord or the mortgagee of Landlord, as evidenced by the requirements of landlords of comparable space in comparable buildings in McLean, Virginia 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 certificate showing the policy is in effect, together with evidence of payment of premiums, shall be deposited with Landlord at the commencement of the Lease, and renewal certificates shall be delivered to Landlord at least fifteen (15) 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 or any part thereof, or the elevators, hallways, stairways or other approaches thereto, be damaged or destroyed by fire or other casualty from any cause, so as to render said Premises and/or approaches unfit for use and occupancy, Landlord will proceed to repair the damage, unless, because of the substantial extent of the damage or destruction, Landlord should decide not to repair or restore the Premises or the Building, in which event and at Landlord's sole option, Landlord may terminate this Lease forthwith, by giving Tenant a written notice of its intention to terminate within ninety

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

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 untenable, effective as of the date of the casualty event, if this Lease is terminated by either party pursuant to the terms of this Section 16.

Section 17. Condemnation.

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

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:

(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; ; or

(b) if Tenant shall fail to pay Rent, Additional Rent or any other amounts when due and such failure shall continue upon for a period of five (5) business days after notice to Tenant that such payment

was due and not paid (provided that such notice shall be deemed given on the date such payment was due if two such notices have previously been given within twelve months prior thereto and further provided that a notice will be given on the third such default but Landlord shall not be required to afford a cure period with respect to such third default), or

(c) if Tenant shall abandon the Premises, or

(d) if Tenant shall fail to physically occupy the Premises and commence its business operations within ninety (90) days following the completion of the Landlord Work and the Rent Commencement Date, or

(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 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; or

(f) Intentionally Deleted, or

(g) if Tenant shall (i) generally not pay Tenant's debts as such debts become due, (ii) become insolvent, (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, all at the sole risk and cost of Tenant, and without Landlord becoming liable to prosecution therefor, any notice to quit or notice of intention to reenter being hereby expressly waived by Tenant. In all cases of default, and/or in the event of a reentry or retaking by Landlord, Tenant shall nevertheless remain liable and answerable for the full Rent to the date of default, retaking or reentry and for all Rent through the balance of the Lease Term and Tenant shall forfeit all unpaid and unamortized Landlord concessions and all other inducements or concessions which may be referenced under the Lease or Work Agreement; provided that the amount of any such sums deemed to be forfeit shall be deducted from any damages or other recovery that Landlord may obtain for rent or other any deficiency. (Landlord and Tenant acknowledge that such concessions were factored into the amount of the rent payable under this Lease and that a deduction of Landlord's recovery for such amounts would be necessary to avoid an unfair duplication of Landlord's remedies hereunder.) 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; (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 of eighteen percent (18%) per annum (or if lower the highest legal rate) 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 eighteen percent (18%) per annum (or if lower the highest legal rate), and Tenant expressly agrees to pay any deficiency then remaining. Landlord shall in no event be liable in any way whatsoever (nor shall Tenant be entitled to any setoff) for Landlord's failure to re-let the Premises. In the event Landlord re-lets the Premises, any part thereof, together with other premises, or for a term extending beyond the scheduled expiration of the term hereunder, it is understood that Tenant will not be entitled to apply any Rent, Additional Rent or other sums generated or projected to be generated by any such other premises or in the period extending beyond the scheduled expiration of the term of this Lease against Landlord's damages. Landlord, however, at its sole option, may refrain from terminating Tenant's right of possession, and in such case may enforce against Tenant the provisions of this Lease for the full term thereof.

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 within any applicable notice and cure period after five (5) days following written notice thereof by Landlord (except that no notice shall be required for the payment of Rent or in circumstances believed by Landlord to constitute an emergency), 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 together with an amount equal to ten percent (10%) thereof for Landlord's overhead. 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 Notwithstanding anything in this Lease to the contrary, in no event shall Tenant have any liability under this Lease for consequential or incidental damages of any kind.

Section 19. Subordination Clause.

19.01 Landlord represents that there are no mortgages, deeds of trust or ground leases encumbering the Property or Building on the date hereof other than in favor of A10 Capital, LLC (the "Existing Lender"). Simultaneously with the mutual execution and delivery of this Lease, Landlord shall obtain and deliver to Tenant a subordination, non-disturbance and attornment agreement from the Existing Lender on its standard form thereof (an "SNDA"). As a condition precedent to Tenant's obligation to subordinate this Lease to any future mortgage, deed of trust, ground lease or lien, Landlord shall be obligated to deliver to Tenant an SNDA from the new lender or ground lessor. The agreed form of SNDA that Landlord will obtain from the Existing Lender is attached hereto as Exhibit F. Landlord shall use reasonable efforts, at no additional expense to Landlord, to assist Tenant with commercially reasonable changes requested to any future SNDA. Any charges by Existing Lender related to the Tenant's negotiation of the SNDA shall be the sole obligation of Tenant. 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 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(s), 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 provided such mortgagees and/or trust deed holders agree in writing to cure such default such additional time as may be necessary (not to exceed an additional sixty (60) days) 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 by foreclosure 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 (i) for the first sixty (60) days of any such holdover, one hundred twenty percent (120%) of the rental payable hereunder immediately prior to the termination of this Lease, and (ii) for such period of time after the initial sixty (60) days of any such holdover, one hundred fifty percent (150%) of the rental payable hereunder immediately prior to the termination of this Lease. Landlord shall be entitled to such payments during such holdover 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, in addition to the foregoing, if the holdover shall exceed sixty (60) days, 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 after such sixty(60) day period. 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 or Tenant 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 or Tenant 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 or Tenant to insist upon performance by the other 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 ANY RENTS AND INSURANCE, CONDEMNATION, SALE, AND REFINANCE PROCEEDS THEREOF, 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) business 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.

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

26.15 Notice of Landlord's Default. In the event of any alleged default in the obligation of Landlord under this Lease, Tenant will deliver to Landlord written notice listing the reasons for Landlord's default and Landlord will have 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 provided that Landlord proceeds with the cure of such default with due diligence.

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. Landlord shall compensate the Broker(s) outlined in the Fundamental Lease Provisions under separate agreements with such brokers. The provisions of this Section 26.17 will survive the expiration or earlier termination of this Lease.

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 not attributable to the party claiming force majeure that is beyond the control of such party and the provisions of this Lease shall otherwise be governed by applicable provisions of the Commonwealth of Virginia with respect thereto. In no event shall lack of funds be deemed a basis for force majeure nor shall any obligation to make a payment under this Lease be delayed by reason of Force Majeure. For avoidance of doubt, force majeure shall not apply to Tenant's rights under Sections 2.02, 4.02, 16 and 17.

26.21 Parking.

26.21.1 During the Lease Term, Landlord agrees to make available to Tenant and its employees thirty three (33) monthly unreserved parking permits (calculated at the ratio of three (3) permits for each one thousand (1,000) square feet of rentable square feet of Premises leased by Tenant) (each a "Permit" and collectively, the "Permits") 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, at no charge to Tenant. Except as expressly provided herein, 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. Tenant shall have the right to convert up to five (5) of the unreserved parking spaces to reserved parking spaces for a fee of One Hundred Dollars (\$100.00) per reserved parking space per month, the location of which reserved spaces in the parking lot shall be determined by Landlord from time to time. Notwithstanding the foregoing, Landlord does not

guarantee the availability of any such reserved Permits to Tenant from and after the date that is ninety (90) days following the Rent Commencement Date, if Tenant does not make an irrevocable commitment to purchase such reserved Permits available to it within said thirty (30) day period, and in fact purchases such reserved Permits within such period, and thereafter continuously maintains such reserved Permits. 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 provide that Tenant's rights under this Section 26.21 are not impaired. The reserved Permit parking fee shall be paid as Additional Rent, or if directed by Landlord, pursuant to a separate agreement.

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

26.21.3 Tenant agrees that, except for negligence or willful misconduct, 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. Tenant and Landlord each hereby represents and warrants that: (i) it 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) it is not (nor is it owned or controlled, directly or indirectly, by any person, group, entity or nation which is) acting directly or indirectly for or on behalf of any Prohibited Person; and (iii) from and after the effective date of the above-referenced Executive Order, neither Tenant nor Landlord (and any person, group, or entity which such party controls, directly or indirectly) has 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 either party of the foregoing representations and warranties shall be deemed a default by such party 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.

26.23 Existing Lease. The parties hereby agree that effective as of the Rent Commencement Date, that certain Office Lease dated as of February 21, 2017, by and between JBG/OLD DOMINION OFFICE, L.L.C., Landlord's predecessor in interest, as landlord, and Tenant, as tenant (as amended from time to time, the "**Existing Lease**") shall terminate if the Existing Lease has not already expired, provided that Tenant shall surrender to Landlord the premises leased pursuant to the terms of the Existing Lease in the condition required thereunder. Notwithstanding the foregoing, if the Existing Lease has already expired,

Tenant shall have the right to occupy the premises under the Existing Lease for a period of thirty (30) days after the Rent Commencement Date to vacate possession thereof without being deemed in holdover under the Existing 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 or any Permitted Transferee is occupying at least eighty percent (80%) of the 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 or 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 office space in comparable buildings in the McLean, Virginia area (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. The Fair Market Rental shall take into account all relevant factors as they shall actually exist.

Within thirty (30) days following Tenant's written notice to Landlord exercising its option, Landlord shall deliver to Tenant written notice of its determination of the Fair Market Rental. Tenant shall, within fifteen (15) days after Landlord's written determination, notify Landlord in writing whether Tenant (a) accepts Landlord's determination or (b) rejects Landlord's determination. In the event Tenant rejects Landlord's determination, Tenant shall submit in writing with such notification Tenant's own determination of the Fair Market Rental. In the event the parties are unable to agree upon the Fair Market Rental within thirty (30) days following Tenant's written notice to Landlord of Tenant's determination, then within fifteen (15) days after written request from the other party, Landlord and Tenant shall mutually designate an arbitrator whose determination of the Fair Market Rental shall be either the Fair Market Rental proposed by Landlord or the Fair Market Rental proposed by Tenant, but no other amount. The arbitrator's determination shall be final and binding upon Landlord and Tenant. If Landlord and Tenant fail to agree upon the choice of such arbitrator within said fifteen (15) day period, then either party may apply to the American Arbitration Association or any successor thereto having jurisdiction to designate an arbitrator. Such arbitrator shall have not less than ten (10) years' experience including work with commercial real estate disputes in the Washington, D.C. metropolitan area. The arbitrator so appointed shall select either the Fair Market Rental proposed by Landlord or the Fair Market Rental proposed by Tenant, but no other amount, and the arbitrator's determination shall be final and binding upon Landlord and Tenant. The costs and fees of the arbitrator making the determination as set forth above shall be divided equally between the Landlord and Tenant.

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

Section 29. Right of First Refusal. .

29.01 Subject to the terms and conditions of this Section 29, Tenant shall have the ongoing right (the "**Right of First Refusal**") to lease the remaining space on the fourth (4th) floor (the "**ROFR Space**") in the event that Landlord enters into a term sheet, letter of intent, proposed lease or other occupancy agreement or other memorandum of understanding (collectively, an "**LOI**") expressing the terms upon which Landlord and a prospective tenant each agree to lease any portion of such space. If Landlord and a prospective tenant enter into an LOI for the ROFR Space, and provided that (i) this Lease is in force, (ii) at least two (2) full years then remain unexpired in the then operative term hereof (provided, however, that if Tenant then has the Extended Term remaining, Tenant may elect to irrevocably exercise the option for such Extended Term in order to comply with this requirement; it being agreed that the restriction on exercising such option prior to fifteen (15) months prior to the Lease Expiration Date being hereby waived), (iii) Tenant is not then in default of the Lease after notice to Tenant and the expiration of any applicable cure period, and (iv) the initially named Tenant or any Permitted Transferee is occupying for its own use at least eighty percent (80%) of the rentable area in the Premises, then and in such event, Landlord will so notify Tenant in writing and will include in such notice (the "**Expansion Offer Notice**") the terms and conditions contained within the LOI. Tenant shall have ten (10) business days from receipt of the Expansion Offer Notice within which to notify Landlord in writing of: (x) Tenant's irrevocable acceptance of such offer (the "**Expansion Acceptance Notice**") to add all of the ROFR Space to the Premises upon the terms and conditions set forth in the LOI provided that the term of the lease for the ROFR Space will correspond with the term of this Lease. Notwithstanding the foregoing, if any ROFR Space becomes available and Tenant provides the Expansion Acceptance Notice during the first two Lease Years, the terms of this Lease (including the Base Rent rates per rentable square foot) shall apply to Tenant's rental of such ROFR Space in lieu of the terms set forth in the LOI, and all rental concessions granted hereunder (including the Allowance and Test Fit Allowance) shall apply to the ROFR Space on a prorated basis. If Tenant timely sends the Expansion Acceptance Notice, Landlord will prepare and deliver an amendment to the Lease demising to Tenant the ROFR Space and accurately memorializing the terms and conditions applicable to the ROFR Space (the "**ROFR Expansion Amendment**"). Tenant agrees to execute the ROFR Expansion Amendment and return same to Landlord within ten (10) days after Landlord sends same to Tenant and if Tenant executes and returns same timely as aforesaid, Landlord will execute and deliver to Tenant a counterpart original of the ROFR Expansion Amendment. If Tenant fails to timely execute and deliver the Expansion Acceptance Notice and/or the ROFR Expansion Amendment (or is precluded hereunder from doing so), then in any such event all of Tenant's rights under this Section with respect to the applicable ROFR Space shall terminate, and Landlord shall be free to lease that space to the prospective tenant set forth in the LOI.

29.02 Notwithstanding the foregoing, if (i) Tenant was entitled to exercise a Right of First Refusal but failed to deliver an Expansion Acceptance Notice within the ten (10) business day period, and (ii) thereafter prior to entering into a lease (or leases) for such ROFR Space either (x) Landlord proposes to lease the respective ROFR Space to a prospective tenant on terms that are "materially more favorable" than those set forth in the ROFR Notice previously delivered to Tenant, then Tenant's rights shall be revived and Tenant shall once again have a Right of First Refusal with respect to the respective ROFR Space. For purposes hereof, the terms offered to a prospective tenant shall be deemed to be "materially more favorable" from those set forth in the ROFR Notice if there is a reduction of more than fifteen percent (15%) in the "bottom line" cost per rentable square foot of the ROFR Space to the prospective tenant, when compared with the "bottom line" cost per rentable square foot for the ROFR Space under the ROFO Notice, determined by considering all of the economic terms of both proposals, respectively, including, among

other relevant factors, the fixed rent, the tax and expense escalation, the additional rent, any free rent periods, tenant improvement allowances or build outs and any other concessions and allowances.

Section 30. Premises Security. .

30.01 Tenant shall have the right to install a security system within the Premises and, subject to Landlord's reasonable approval, the Building (which security system may include cameras in the common areas and exterior of the Building in locations reasonably acceptable to Landlord), provided that such security system is compatible with Landlord's security system in the Building. Landlord shall reasonably cooperate with Tenant (at no cost to Landlord) to interface Landlord's security system and to effectuate any reasonable connection between said two (2) systems.

Section 31 Deleted. .

Section 32 Expedited Arbitration.

In the event of any dispute under this Lease with respect to whether Landlord acted reasonably in consenting to an assignment or subletting pursuant to Section 12 hereof or with respect to a dispute regarding an Alteration pursuant to Sections 9 or with respect to a dispute regarding the Work Agreement attached hereto as Exhibit A-1 or any other dispute as to whether or not Landlord acted reasonably or any other dispute hereunder which expressly permits the bringing of an Expedited Arbitration Proceeding, Tenant shall have the right to submit such dispute to arbitration (herein called an "**Expedited Arbitration Proceeding**") in the Washington D.C. metropolitan area under the Expedited Procedures provisions of the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"); provided, however, that with respect to any such arbitration, (i) the list of arbitrators shall be returned within five (5) business days from the date of mailing; (ii) the parties shall notify the AAA by telephone, within five (5) business days of any objections to the arbitrator appointed and, subject to clause (vii) below, will have no right to object if the arbitrator so appointed was on the list submitted by the AAA and was not objected to in accordance with the applicable rules; (iii) the Notice of Hearing shall be five (5) business days in advance of the hearing; (iv) the hearing shall be held within ten (10) business days after the appointment of the arbitrator; (v) the arbitrator shall have no right to award damages; (vi) the decision of the arbitrator shall be final and conclusive on the parties; and (vii) the arbitrator shall not have been employed by either party (or their respective Affiliates). The arbitrators conducting any an Expedited Arbitration Proceeding shall be bound by the provisions of this Lease and shall not have the power to add to, subtract from, or otherwise modify such provisions. Landlord and Tenant agree to sign all documents and to do all other things necessary to submit any such matter to arbitration and further agree to, and hereby do, waive any and all rights they or either of them may at any time have to revoke their agreement hereunder to submit to arbitration and to abide by the decision rendered thereunder which shall be binding and conclusive on the parties and shall constitute an "award" by the arbitrator within the meaning of the AAA rules and applicable Requirements. Judgment may be had on the decision and award of the arbitrators so rendered in any court of competent jurisdiction. Each arbitrator shall be a qualified, disinterested and impartial person who shall have had at least ten (10) years' experience in the Washington DC metropolitan area in a calling connected with the matter of the dispute. Landlord and Tenant shall each have the right to appear and be represented by counsel before said arbitrators and to submit such data and memoranda in support of their respective positions in the matter in dispute as may be reasonably necessary or appropriate under the circumstances. Each party hereunder shall pay its own costs, fees and expenses in connection with any Expedited Arbitration Proceeding or other action or proceeding brought under this Section 32, and the expenses and fees of the arbitrators selected shall be shared equally by Landlord and Tenant; provided that, to the extent the arbitrator determines that a party significantly prevailed in a dispute, all of the actual reasonable out-of-pocket costs incurred by such party in connection with such arbitration shall be borne by the unsuccessful party; it being understood and agreed that mere fact that the arbitrator may rule in the favor of a particular

party shall not mean per se that such party prevailed "significantly" on the matter which is the subject of dispute. Notwithstanding any contrary provisions hereof, Landlord and Tenant agree that (i) the arbitrators may not award or recommend any damages to be paid by either party and (ii) in no event shall either party be liable for, nor shall either party be entitled to recover, any damages. Neither party shall have ex parte communications with any arbitrator selected under this Section 32 following his or her selection and pending completion of the arbitration hereunder.

[SIGNATURE PAGES FOLLOWS]

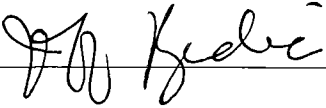
IN WITNESS WHEREOF, Landlord has hereunto executed this Lease by its duly authorized Manager and Tenant has caused its name to be hereunto subscribed and Tenant has hereunto set its hand and seal, or has caused its corporate name to be hereunto subscribed and attested by its duly authorized officer as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

WITNESS:

LANDLORD:

SIP / CREF 6849 Old Dominion

By: SIP 6849 Old Dominion, LLC, a Maryland
limited liability company its Manager



By: _____ (SEAL)
John H. Stewart, Manager

WITNESS:

TENANT:

Urban Compass, Inc., a Delaware corporation

By: _____ (SEAL)

Name: _____

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

WITNESS:

LANDLORD:

SIP / CREF 6849 Old Dominion

By: SIP 6849 Old Dominion, LLC, a Maryland
limited liability company its Manager

By: _____ (SEAL)
John H. Stewart, Manager

WITNESS:

TENANT:

Urban Compass, Inc., a Delaware corporation

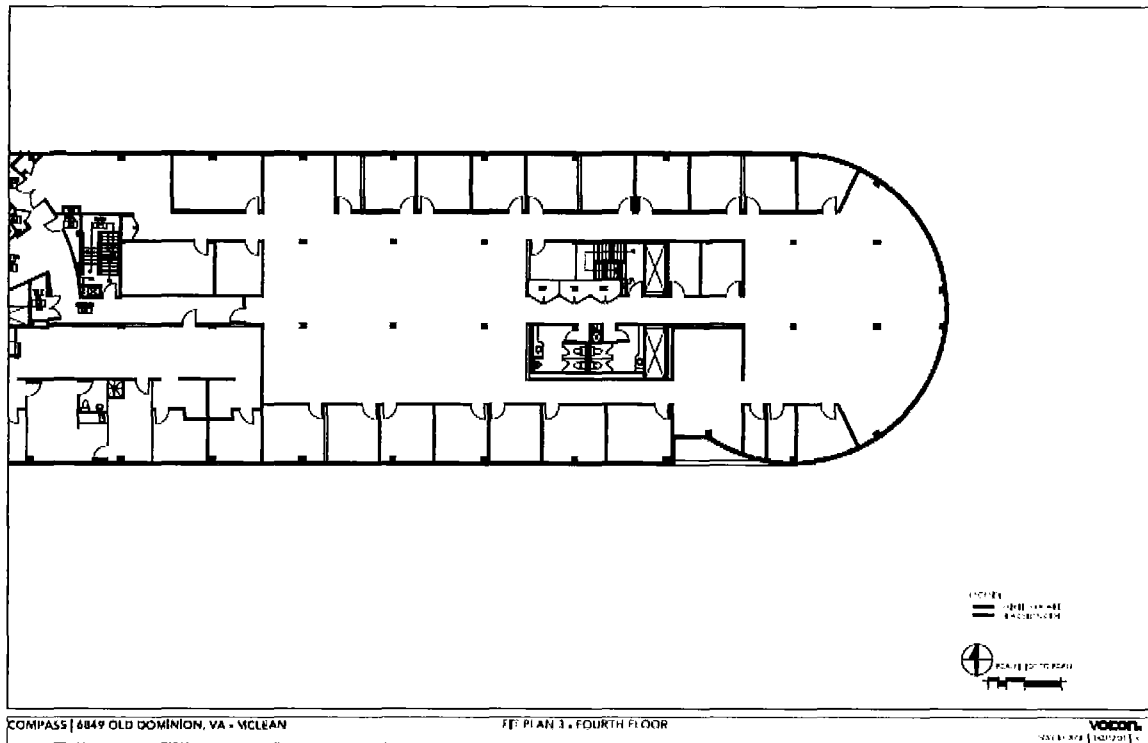
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By:  _____ (SEAL)

Name: ROONEET KANT

EXHIBIT A

DESCRIPTION OF PREMISES



Tenant: Urban Compass, Inc.
6849 Old Dominion Drive Lease Agreement

EXHIBIT A-1

WORK AGREEMENT

A. Plans.

1. This Work Letter shall set forth the obligations of Landlord and Tenant with respect to the preparation of the Premises for Tenant's occupancy. All improvements described in this Work Letter to be constructed in and upon the Premises by Landlord are hereinafter referred to as the "Landlord Work." Landlord shall enter into a direct contract for the Landlord Work with a general contractor selected by Landlord. In addition, Landlord shall have the right to select any subcontractor(s) used in connection with the Landlord Work. All other improvements shall be constructed by Tenant (the "Tenant Work") at Tenant's sole cost and expense in accordance with plans and specifications (the "Tenant Plans") which shall be approved by Landlord in writing, such approval not to be unreasonably withheld or delayed. Landlord agrees to approve or disapprove any proposed Tenant's Work for which Landlord's consent is required within **ten (10) business days** after Landlord's receipt of Tenant's written request therefor and submission to Landlord of all documentation and materials required hereunder. If Landlord fails to respond to Tenant within such **ten (10) business day period**, then Tenant may deliver a second written request requesting Landlord's approval, which second request shall be delivered to Landlord via the Landlord's address for notices herein and by email to John Stewart jstewart@stewartinvest.com and Mike Simmons msimmons@stewartinvest.com and shall have the following language in bold letters: **"THIS IS A SECOND REQUEST FOR LANDLORD'S APPROVAL OF PROPOSED PLANS AND SPECIFICATIONS [ORIGINALLY SUBMITTED] [RE-SUBMITTED] FOR LANDLORD'S APPROVAL ON _____, 20__ . IF LANDLORD DOES NOT RESPOND TO THIS REQUEST WITHIN SEVEN (7) BUSINESS DAYS, LANDLORD'S APPROVAL SHALL BE DEEMED GRANTED PURSUANT TO THE PROVISIONS OF THE WORK LETTER BETWEEN LANDLORD AND TENANT.** If Landlord fails to respond to Tenant within **seven (7) business days** after Landlord's receipt of such second notice, then Landlord shall be deemed to have approved the proposed Tenant's Plans. Landlord will provide reasonably detailed reasons for any disapproved aspect of submitted plans and specifications. Such Tenant Plans shall include without limitation the following:

- (i) total anticipated construction budget (including hard and soft costs),
- (ii) Final schematic floor plan and equipment floor plan, together with related information for mechanical, electrical and plumbing design work, showing partition arrangement and reflected ceiling plans (three (3) sets), including without limitation the following information: (a) Floor Plan at minimum 1/4" = 1'0" scale; (b) Elevations; (c) Identification of all materials to be used in the construction of the Premises; (d) Identification and location of any items which would exceed 100 lbs. per sq. ft. loading (i.e. deposit safes and mechanical equipment); (e) Reflected ceiling plan;.
- (iii) after the Tenant's Work is finally completed, as built plans in CAD format, plus three (3) reproducible sets, and
- (iv) Final architectural detail and working drawings, finish schedules and related plans (three (3) reproducible sets) including without limitation the following information and/or meeting the following conditions: (a) materials, colors and designs of wall coverings, floor coverings and window coverings and finishes; (b) paintings and decorative treatment required to complete all construction; (c) complete, finished, detailed mechanical, electrical, plumbing and structural plans and specifications for the Tenant Improvements, including but not limited to the fire and life safety systems and all work necessary to connect any special or non-

standard facilities to the Building's base mechanical systems; (d) all final drawings and blueprints must be drawn to an appropriate scale as reasonably determined by the Landlord.

Landlord agrees to cooperate with Tenant (but at no expense to Landlord as set forth below) as may be reasonably requested by Tenant in connection with the performance by Tenant of Tenant's Work, including, without limitation, executing (or joining in the execution of) any applications required for governmental permits for or signoffs of Tenant's Work; provided, that Landlord's execution (or joining in the execution) of any such applications shall not constitute Landlord's approval of any plans and specifications or other information being filed together with any such application, which approval shall be a condition to the commencement of the performance of the Tenant's Work to which any such application relates as hereinabove provided. Subject to the terms of this Work Letter, Landlord hereby approves, in concept only, Tenant's performance of the Tenant's Work (herein called the "Conceptual Tenant's Work") detailed on Schedule A annexed hereto. Tenant shall not perform such Conceptual Tenant's Work without Landlord's prior approval of final and complete plans and specifications for same as provided for in this Work Letter, it being understood, however, that Landlord, in approving or disapproving such final and complete plans and specifications, shall not have the right to reject same on the basis of the nature of such Conceptual Tenant's Work as opposed to the details (e.g., materials, size, method of installation, power requirements, etc.) thereof not detailed on Schedule A. The terms of this Work Letter shall otherwise apply to any such Tenant's Work that Tenant performs.

2. The Landlord Work shall consist solely of the following: NONE.

4. Only Tenant's Agent set forth below acting for or on behalf of Tenant shall be deemed to be Tenant's agent and authorized to bind Tenant in all respects with respect to the design and construction of the Premises. Tenant may change Tenant's Agent upon three days' notice to Landlord.

5. Notwithstanding anything to the contrary set forth herein, or in the Lease, Tenant shall not perform or request approval for any work which would: (1) require changes to structural components of the Building or the exterior design of the Building; (2) require any material modification to the Building's mechanical, electrical or plumbing systems or installations outside the Premises; (3) not comply with all applicable laws, rules, regulations and requirements of any governmental department having jurisdiction over the construction of the Building and/or the Premises, including specifically but without limitation the Americans with Disabilities Act; or (4) be incompatible with the building plans filed with the appropriate governmental agency from which a building permit is obtained for the construction of the Tenant Improvements or with the occupancy of the Building as a professional office building. Landlord and Tenant shall not oppose or delay reasonable changes required by any governmental agency affecting the construction of the Building and/or the Tenant Work in the Premises.

6. Landlord agrees to provide to Tenant an allowance with respect to the construction of improvements upon the Premises in an amount equal to \$771,400 (Seventy and 00/100 Dollars (\$70.00) per rentable square foot of the Premises)(the "Allowance"). Such Allowance shall be first applied to any costs attributed to county, jurisdictional or state related improvements required to be made to the Premises or Building which arise due to Tenant's plans, work contemplated, or caused by the filing for permit(s) on behalf of Tenant or related to the Premises, and then to actual construction costs (materials and labor) and design costs of Tenant's Work (all such total costs hereinafter collectively referred to as "Tenant Improvement Costs"). To the extent that any of the Allowance remains after payment of Tenant's Improvement Costs, Tenant Improvement Costs, Tenant will not be entitled to any payment or credit on account of the excess. The Allowance shall be payable to Tenant in installments on a percentage of completion basis within sixty (60) days following Tenant's submission of all required documentation as Tenant's Work progresses, but in no event more frequently than monthly. Prior to the payment of any such installment, Tenant shall deliver to Landlord a written request for disbursement (a "Requisition") which shall be accompanied by evidence of payment for its Tenant Improvement Costs of the

amounts for which disbursement is requested consisting of recordable lien waivers for the work for which payment is sought from the general contractor and each subcontractor and paid invoices for such work) and a certificate signed by Tenant's architect certifying that the portion of Tenant's Work referenced in said Requisition and represented by the aforesaid invoices has been satisfactorily completed in accordance with Tenant's final plan (which certificate may be in the form of AIA Form G702), all in form and substance reasonably satisfactory to Landlord, as well as any such additional customary documentation that Landlord may reasonably require. If Tenant's construction contract does not provide for retainage, Landlord shall be permitted to retain from each disbursement an amount equal to any deficiency in any such 10% retainage of the amount requested by Tenant; provided, however, if Tenant has substantially completed Tenant's Work (as evidenced by a certificate from Tenant's architect) and the only portion of Tenant's Work remaining is "punch list" items, then the aggregate amount of such retainages shall be reduced to 5%. The aggregate amount of any remaining retainage shall be paid by Landlord to Tenant, in accordance with this provision, upon completion of Tenant's Work and submission to Landlord of all documentation required hereunder. Any improvement or work done or authorized by Tenant or performed to Tenant's account, shall be promptly paid by Tenant. Failure to do so shall be deemed a default under the Lease if not cured within any applicable notice and cure period. All work referenced in this Work Agreement exhibit shall be deemed to be Alterations for purposes of this Lease and all terms and conditions contained in the Alterations section of this lease shall also apply to this Work Agreement.

B. Construction.

1. **Selection of General Contractor.** Once Landlord has approved the Tenant Plans, Tenant shall submit the Tenant Plans to contractors agreed upon and approved by Tenant and Landlord. Landlord shall not unreasonably withhold its approval to any contractors proposed by Tenant. Tenant shall select the contractor ("Contractor") which will undertake construction of the Tenant Work.

2. **Construction By Contractor.** In undertaking the Tenant Work, the Contractor shall comply with the following conditions:

a. No work involving or affecting the Building's structure or the plumbing, mechanical, electrical or life/safety systems of the Building shall be undertaken without (i) the prior written approval of Landlord, in its reasonable discretion, (ii) the supervision of Landlord's building engineer, at no cost to Tenant other than any Overtime Costs (as defined below) incurred by Landlord for such building engineer's supervision hereunder, which overtime costs shall be borne by Tenant; (iii) compliance by Tenant and the Contractor with the insurance requirements set forth below; and (iv) compliance by Tenant and the Contractor with all of the terms and provisions of this Work Agreement. "Overtime Costs" mean those costs incurred by the Landlord due to its building engineer performing supervision as required hereunder during hours other than between 5:00 am and 2:00 pm on business days.

b. **Intentionally Deleted.**

c. All Tenant Work shall be done in conformity with (i) the final approved Tenant's Plan; (ii) all applicable codes and regulations of governmental authorities having jurisdiction over the Building and the Premises; (iii) valid building permits and other authorizations from appropriate governmental agencies. Any work not acceptable to the appropriate governmental agencies or that does not conform to the approved Plans shall be promptly replaced at Tenant's expense. Notwithstanding any failure by Landlord to object to any such work, Landlord shall have no responsibility therefor.

3. Insurance Requirements

a. The Contractor shall not commence the Tenant Work until it has obtained all the insurance required hereunder from insurance companies which are licensed to do business in the jurisdiction in which the Building is located and have reasonably been approved by Landlord, nor shall the Contractor allow any subcontractor to commence any portion of the Tenant Work until all insurance required of the subcontractor has been so obtained and approved. The Contractor and each subcontractor shall maintain all insurance required under this subparagraph until final acceptance of the Tenant Work. The following are the minimum insurance coverages:

(1) Worker's Compensation and Employer's Liability Insurance:

Worker's Compensation - Statutory amounts and coverage as required by laws of the place where the Building is located.

Employer's Liability - \$500,000.00 per occurrence or statutory amounts whichever is higher.

(2) Commercial General Liability Insurance.

Public Liability: Including Premises/Operations, Elevator, Products, Completed Operations, Contractual Coverage, Independent Contractor's Liability, Broad Form Property Damage and Personal Injury with policy naming Tenant as additionally insured. Two Million Dollars (\$2,000,000.00) aggregate.

Bodily and Personal Injury Liability and Property Damage Liability: Including XCU (Explosion, Collapse and Underground Damage). Two Million Dollars (\$2,000,000.00) aggregate

(3) Comprehensive Automobile Liability Insurance: Including owned, non-owned, and hired vehicles. One Million Dollars (\$1,000,000.00) combined single limit.

b. Certificates of all policies specified shall be made available to the Landlord for inspection upon the Landlord's request. Certificates of insurance shall be filed with the Landlord and Tenant. Any certificate filed with the Landlord or Tenant which shall be found to be incomplete or not according to form, will be returned as unsatisfactory. Rejected certificates of insurance shall be corrected as necessary and resubmitted until approved.

c. Tenant shall notify Landlord of any termination in any policy or change in any coverage therein by mailing to the Landlord, by registered mail, written notice of such action at least thirty (30) days prior to the termination indicated.

d. Contractor shall agree and will require each subcontractor to agree to assist in every manner reasonably practicable the reporting and investigation of any accident, and upon request, to cooperate with all interested insurance carriers in the handling of any claim by securing and giving evidence and obtaining the attendance of witnesses as required for any claim or suit.

e. Failure to secure the insurance coverages, or failure to comply fully with any of the insurance provisions of this Work Agreement, or failure to secure such endorsements on policies as may be necessary to carry out the terms and provisions of the construction contract, shall in no way act to relieve Contractor from obligations of the construction contract.

f. The Commercial General Liability policy shall name Landlord and Mortgagee, if any, as an additional insured.

4. Permits and Licenses. Tenant shall procure, at Tenant's sole cost and expense all permits and licenses necessary to undertake the Tenant Work and, upon completion of the Tenant Work, to occupy the Premises. Landlord represents that as of the Lease Commencement Date, Landlord has obtained a certificate of occupancy for the Building that permits the Premises to be used for general office use subject to Tenant obtaining a certificate of occupancy for the Premises.

5. Inspection. Landlord is authorized to make such inspections of the Premises during construction as it reasonably deems necessary or advisable.

6. Indemnification. Tenant shall indemnify Landlord and hold it harmless from and against all claims, injury, damage or loss (including attorneys' fees) to the extent sustained by Landlord as a result of the undertaking by Tenant and the Contractor of the Tenant Work in the Premises provided that the foregoing indemnity shall not be construed to apply to any liabilities, damages, costs and expenses that arise from the negligent or other wrongful acts of Landlord. Nothing in this Section 5 shall be construed to impose any liability upon Tenant for consequential damages.

7. Tenant's Agent. Within two (2) days following lease execution, Tenant shall designate an individual from Tenant's office to act as Tenant's agent for purposes of making all required design and cost decisions relating to the Premises and to authorize and execute any and all documents, the Rent Commencement Date Certificate, and all work letters or other writings and changes thereto needed to effect this Work Agreement, and any and all changes, additions or deletions to the work contemplated herein, and Landlord shall have the right to rely on any documents executed by such authorized party.

8. Special Requirements Regarding Mechanical, Engineering and Plumbing ("MEP") Contractors:

The Landlord's architect and MEP engineer shall be designated by Landlord from time to time and upon written request by Tenant will be available to assist Tenant with the design of improvements and infrastructure within the Premises and to provide guidance regarding the Building, all at Tenant's reasonable cost and expense (or subject to the Allowance described above).

9. Freight Elevator

Landlord agrees that it will make available to Tenant, at no cost to Tenant, during the performance of the Tenant's Work and all other installations by Tenant for the initial improvements in the Premises all use of the freight elevator, access to loading docks, utilities (utilities on a 24/7 basis) and HVAC (during standard Building hours) for all purposes of construction of the Tenant's Work and for performance of the all other installations by Tenant for the initial improvements and move-in into the Premises. All contractors and subcontractors for the Tenant's Work and any other installations by Tenant shall be permitted to park in the Building's garage or parking lot at no cost during the construction and move-in period. Landlord shall deliver to Tenant a valid certificate of occupancy for the Premises allowing Tenant's use.

10. Landlord Delay

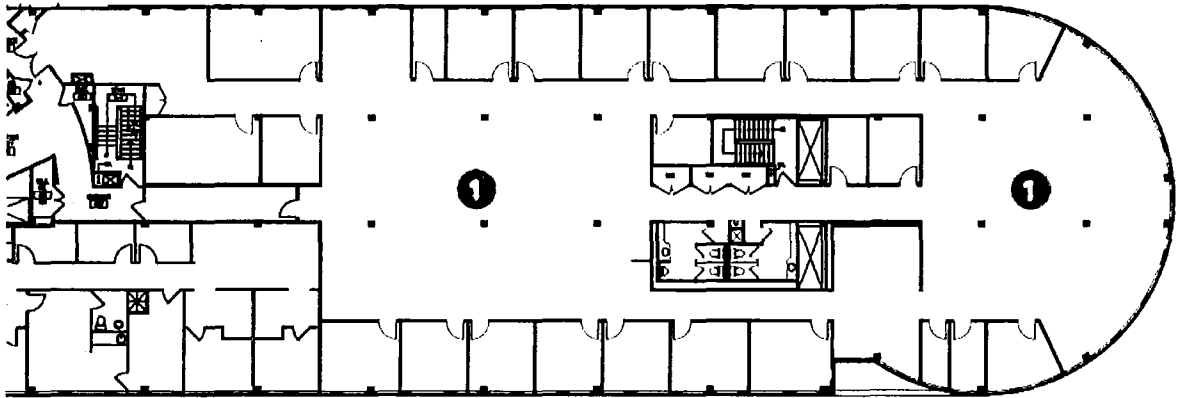
For purposes hereof, a "Landlord Delay" shall mean a delay in the performance of Tenant's Work or the date Tenant is ready to commence the conduct of its business within the Premises following the substantial completion of Tenant's Work, which delay is caused by (A) a violation or stop work order filed against the Building or the Premises provided the same is not filed because of Tenant's Work or other act or omission of Tenant, or (B) any breach of this Work Letter or the Lease or gross negligence or wrongful act or omission by Landlord or its agents, employees or contractors. A Landlord Delay shall not occur or accrue until Tenant shall have notified Landlord in writing of the condition or event causing the Landlord Delay (a "Notice of Landlord Delay"), which Notice of Landlord Delay includes reasonable documentation demonstrating that Tenant is otherwise ready and able to commence or proceed with Tenant's Work or commence the conduct of its business within the Premises, but is delayed by reason of such Landlord Delay such that Tenant is unable to complete the Tenant's Work within one hundred fifty (150) days after the Lease Commencement Date. Notwithstanding

anything to the contrary contained in this Work Letter or Lease, the Abatement Period shall be increased by one full day for each day of Landlord Delay and the Abatement Amount (as such terms are defined in Paragraph (k) of the Fundamental Lease Provisions) shall be increased in a corresponding manner consistent therewith.

Schedule A
Conceptual Plans

FLOOR PLAN

7



Tenant: Urban Compass, Inc.
6849 Old Dominion Drive Lease Agreement

EXHIBIT B

CONSTRUCTION RULES AND REGULATIONS

1. Intentionally Deleted.
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. The loading dock and the freight elevator located in the Building shall be available to all contractors and sub-contractors free of charge during periods of construction performed in accordance with the terms of this Lease and during Tenant's move-in period. All contractors and sub-contractors shall be allowed to park, free of charge, in those portions of the parking lot as designated by Landlord during periods of construction performed in accordance with the terms of the Lease.
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, or at Tenant's election, by Tenant's contractor (subject to Landlord's prior approval, not to be unreasonably withheld) 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. Intentionally Deleted.

EXHIBIT C

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, to the extent visible outside the Premises, inside of the space demised to any tenant or on the Building or in any window visible from the exterior of the Building. Except as set forth in this Lease, 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, except as allowed by applicable legal requirements, 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. Except as permitted by the Lease, 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. Except as permitted by the Lease, 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 reasonably 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 naming the Building (but not merely the address thereof) which, in Landlord's reasonable opinion, impairs 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 reasonably approved by the Building Management. The foregoing shall not be construed to require the Landlord's consent for use of Tenant's employees for such purposes,

16. Landlord reserves the right to reasonably 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 reasonably 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 reasonably 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 except service animals as required by law.

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. Except as permitted in the Lease, 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. Except as permitted in the Lease, 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. Intentionally Deleted.

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 reasonably 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 except for any vending machines to be use exclusively for Tenant's employees and business guests. Landlord reserves the right to place or install vending machines in any of the common areas of the Building.
33. Subject to the provisions of the Lease, Landlord reserves the right to rescind, amend, alter or waive any of the foregoing Rules and Regulations at any time when, in its reasonable 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 D

COMMENCEMENT DATE CERTIFICATE

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

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

- (a) Landlord: SIP / CREF 6849 Old Dominion, LLC
- (b) Tenant: Urban Compass, Inc., a Delaware corporation
- (c) Lease: Lease Agreement dated _____ between Landlord and Tenant.
- (d) Premises: Suite #s 410, 420, 430
- (e) Building Address: 6849 Old Dominion Drive, McLean, VA 22101

2. CONFIRMATION OF LEASE COMMENCEMENT; TERMINATION OPTION: Landlord and Tenant confirm that notwithstanding anything in the Lease to the contrary, the Lease Commencement Date is _____, the Rent Commencement Date is _____ and the Lease Expiration Date is _____. The Vacate Date pursuant to Section 2.04 of the Lease is _____, and the Special Cancellation Outside Notice Date is _____.

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

WITNESS:

LANDLORD:

SIP / CREF 6849 Old Dominion

By: _____, its Manager

By: _____ (SEAL)
_____, Manager

Name: _____, Manager

Date: _____

WITNESS:

TENANT:

Urban Compass, Inc.

By: _____ (SEAL)

Name: _____

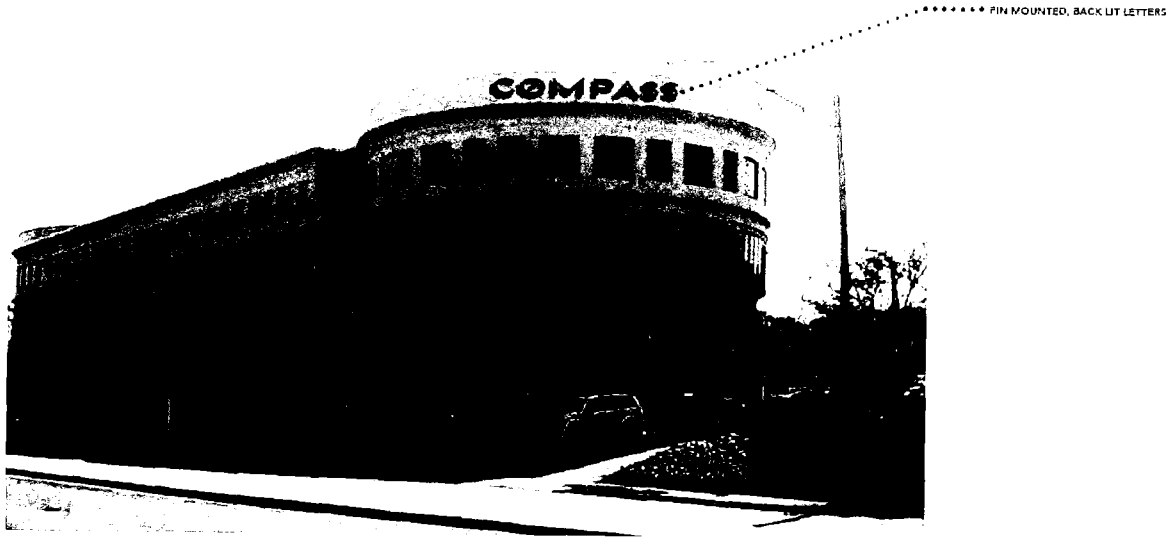
Date: _____

Tenant: Urban Compass, Inc.
6849 Old Dominion Drive Lease Agreement

EXHIBIT E

EXTERIOR SIGNAGE

EXTERIOR RENDERING
FACADE - SIGNAGE



COMPASS | 6849 OLD DOMINION | EXTERIOR SIGNAGE
SEPTEMBER 21, 2018 | TBAC0000

vocon.

Tenant: Urban Compass, Inc.
6849 Old Dominion Drive Lease Agreement

EXHIBIT F
FORM OF SNDA

Tenant: Urban Compass, Inc.
6849 Old Dominion Drive Lease Agreement

After recording return to:

A10 Capital, LLC
Attn: Jackie Cox
800 W. Main Street, Suite 1100
Boise, Idaho 83702

Leased Premises: Approximately ±11,020RSF
Suite Nos. 410, 420 and 430
6849 Old Dominion Drive
McLean, VA 22101

Loan No. AC-VA-CR-17-088-0316-001

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "**Agreement**") is entered into as of _____, 2018, by and among **SIP/CREF 6849 Old Dominion, LLC**, a Delaware limited liability company (the "**Landlord**"); **Urban Compass, Inc.**, a Delaware corporation (the "**Tenant**"); and **A10 Revolving Asset Financing I, LLC**, a Delaware limited liability company (together with its successors and/or assigns, the "**Lender**").

RECITALS:

A. Landlord is the owner in fee simple of certain real property commonly known as 6849 Old Dominion Drive, McLean Virginia 22101, and more particularly described on Exhibit A attached hereto, together with the improvements located thereon (the "**Property**");

B. Landlord and Tenant have entered into a certain Deed of Lease/Agreement of Lease dated effective _____, 2018 (as the same may have been or may hereafter be amended, modified, renewed, extended or replaced, the "**Lease**"), which Lease covers certain premises described in the Lease and being part of the Property (the "**Leased Premises**");

C. A10 Capital, LLC made a loan to Landlord (the "**Loan**"), which Loan is evidenced by a Promissory Note (the "**Note**") in the amount of the Loan and secured by, among other things, a certain Credit Line Deed of Trust With Assignment of Leases and Rents, Security Agreement and Fixture Filing dated December 21, 2017, and recorded on December 22, 2017, in BK 25284 at Pages 1280-1311, as Document No. 2017078588.002, in the real property records for Fairfax County, Virginia (the "**Records**"), as assigned pursuant to that certain Assignment of Deed of Trust and Loan Documents dated December 21, 2017, and recorded on December 22, 2017, in BK 25284 at Pages 1312-1314, as Document No. 2017078588.003, in the Records, as further assigned

pursuant to that certain Assignment of Deed of Trust and Loan Documents dated December 21, 2017, and recorded on December 22, 2017, in BK 25284 at Pages 1315-1318, as Document No. 2017078588.004, in the Records (collectively, the "*Security Instrument*") encumbering the Property;

D. A10 Capital, LLC has assigned all of its right, title and interest in the Note, the Security Instrument, and all other Loan Documents (as defined in the Security Instrument) to Lender;

E. In connection therewith, Lender, Landlord and Tenant desire to confirm their understanding with respect to the Lease and the Loan and the rights of Tenant and Lender thereunder.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and notwithstanding anything in the Lease to the contrary, the parties hereto agree as follows:

1. Subject to the terms of this Agreement, Lender, Tenant and Landlord do hereby covenant and agree that the Lease with all rights, options, liens and charges created thereby, is and shall continue to be subordinate in all respects to the lien of the Security Instrument and all advances and rights of Lender thereunder, and to any and all renewals, modifications, consolidations, replacements and extensions thereof, as fully and as if the Security Instrument and all of its renewals, modifications, consolidations, replacements and extensions had been executed, delivered and recorded prior to execution of the Lease. Without affecting the foregoing subordination, Lender may, from time to time: (a) extend, in whole or in part, by renewal or otherwise, the terms of payment or performance of any obligation secured by the Security Instrument; (b) release, surrender, exchange or modify any obligation secured by the Security Instrument, or any security for such obligation; or (c) settle or compromise any claim with respect to any obligation secured by the Security Instrument or against any person who has given security for any such obligation.

2. Any option to purchase the Property, right of first refusal to purchase the Property, or other right that Tenant has to acquire by purchase all or any portion of the Property is set forth in the Lease. Tenant agrees that, under paragraph 1 above, any such option or right with respect to the purchase of the Property is hereby made subject and subordinate to the lien of the Security Instrument and any and all other instruments held by Lender as security for the Loan, and to any and all renewals, modifications and extensions thereof. Completion of the foreclosure of the Security Instrument or delivery of a deed in lieu of foreclosure shall not entitle Tenant to exercise any such option or right, but such option or right shall remain exercisable, upon and subject to the terms of the Lease, after foreclosure of the Security Instrument or deed given in lieu of foreclosure. In no event shall the foregoing be construed to limit, restrict or otherwise abridge any option in favor of Tenant set forth in the Lease to terminate the Lease, renew the term of the Lease, right of

first refusal to lease additional space at the Property, or any other option that Tenant may have under the Lease other than an option to purchase all or any part of the Property.

3. In the event it should become necessary to foreclose the Security Instrument or Lender should otherwise come into title or possession of the Property, Lender will not join Tenant under said Lease in summary or foreclosure proceedings and will not disturb the use, occupancy and possession of Tenant under the Lease during the term or any extension or renewal thereof so long as Tenant is not in default under any of the terms, covenants, or conditions of the Lease, beyond any applicable notice, grace and cure periods that would permit the landlord under the Lease to terminate the lease.

4. Provided that Tenant is not in default beyond any applicable notice, grace and cure periods so as to permit the Landlord to terminate the Lease or Tenant's right to possession of the Leased Premises, Lender or the purchaser at a foreclosure sale pursuant to any action or proceeding to foreclose the Security Instrument, whether judicial or non-judicial, or Lender pursuant to acceptance of a deed in lieu of foreclosure or any assignment of Landlord's interest under the Lease, in the exercise of any of the rights arising, or which may arise, out of the Security Instrument or in any other manner: (i) shall not disturb or deprive Tenant in or of its use, quiet enjoyment and possession (or its right to use, quiet enjoyment and possession) of the Leased Premises, or of any part thereof, or any right, benefit or privilege granted to or inuring to the benefit of Tenant under the Lease (including any right of renewal or extension thereof); (ii) shall not terminate or affect the Lease; (iii) shall recognize Tenant's rights, benefits and privileges under the Lease; and, (iv) shall recognize the leasehold estate of Tenant under all of the terms, covenants, and conditions of the Lease for the remaining balance of the term of the Lease with the same force and effect as if Lender were the Landlord under the Lease. Lender hereby covenants that any sale by it of the Property pursuant to the exercise of any rights and remedies under the Security Instrument or otherwise, shall be made subject to the Lease and the rights of Tenant thereunder. However, in no event shall Lender be:

a. Liable for any act or omission of Landlord arising prior to the date Lender takes possession of Landlord's interest in the Lease or becomes a mortgagee in possession, except to the extent such act or omission is of a continuing nature, such as, for example, a repair, restoration, replacement, service or maintenance obligation;

b. Liable for any claims, defenses, offsets or deficiencies which the Tenant might be entitled to assert against the Landlord arising prior to the date Lender takes possession of Landlord's interest in the Lease or becomes a mortgagee in possession, except to the extent that Lender has received the benefit of the act of the Tenant giving rise to the right of deduction, such as, for example, relief of an obligation that would otherwise have been paid by Lender as Landlord. The foregoing shall not limit Tenant's right (i) to exercise against Lender any offset right otherwise available to Tenant because of events occurring after the date of attornment, (ii) to have a condition corrected that can be cured by the performance of work or performance of a service if any act or omission of Lender is of a continuing nature during the period of time from and after the date of such succession, and (iii) to raise any defense of payment or performance to any obligation of Tenant under the Lease. Notwithstanding anything to the contrary contained

herein, the foregoing shall not restrict or limit any provisions expressly contained in the Lease which provide for an abatement or reduction in rents following certain events, including without limitation, as set forth in Sections 2.02 and 4.02 of the Lease;

c. Bound by any payment of rent or additional rent for more than one month in advance, payment of any security deposit or any other prepaid charge paid by Tenant to Landlord which payment was not required under the terms of the Lease or was not actually received by Lender; and

d. Bound by any amendment or modification of the Lease executed after the date of this Agreement which is made without Lender's prior written consent (except to the extent that the Lease may specifically contemplate any amendment or modification thereof, including, without limitation, the renewal of the term, expansion of the Premises, right of first offer, termination option, right of first refusal, or exercise of any other option by Tenant).

5. In the event of the termination of the Security Instrument by foreclosure, summary proceedings or otherwise, and if Tenant is not in default under the terms and conditions of the Lease, beyond any applicable notice, grace and cure period, so as to permit the Landlord thereunder to terminate the Lease, then, and in any such event, Tenant shall not be made a party in the action or proceeding to terminate the Security Instrument unless required by law, in which case, such joinder of Tenant as a party shall not extinguish or interfere with any rights of Tenant under the Lease, nor shall Tenant be evicted or moved or its possession or right to possession under the terms of the Lease be disturbed or in any way interfered with, and, subject to the provisions of this Agreement, Tenant will attorn to Lender or any other party which obtains title to the Property pursuant to any remedy provided for by the Security Instrument or otherwise, such attornment to be effective and self-operative without the execution of any other instruments on the part of any party, and the Lease shall continue in full force and effect as a direct Lease from Lender or such party to Tenant under all the terms and provisions of the Lease (including, without limitation, any rights to renew or extend the term thereof). In the event of such attornment, Lender will accept the attornment of Tenant and recognize Tenant's rights, privileges and interests under the Lease. All rights and obligations of the parties herein and hereunder shall continue as though such foreclosure proceedings had not been brought, except as aforesaid. To the extent permitted by applicable law, and subject to Lender's agreement to be bound as aforesaid, Tenant waives the provisions of any statute or rule of law now or hereafter in effect which may give or purport to give it any right or election to terminate or otherwise adversely affect the Lease and the obligations of Tenant thereunder by reason of any such foreclosure proceeding.

6. Tenant acknowledges that Landlord has executed and delivered to Lender an assignment of leases and rents and all other sums due thereunder as security for the Loan, and Tenant hereby expressly consents to such assignment. Tenant agrees to notify Lender of any material default by Landlord under the Lease that would entitle Tenant to terminate the Lease. Lender shall have the right to cure such default on behalf of Landlord under the provisions of the Lease. In the event that Lender notifies Tenant of a default under the Security Instrument, and demands that Tenant pay its rent and all other sums due under the Lease to Lender (a "Payment Demand"), Tenant shall honor such demand and pay its rent and all other sums due under the Lease

directly to Lender or as otherwise required pursuant to such notice regardless of any other or contrary notice or instruction which Tenant may receive from Landlord before or after Tenant's receipt of such Payment Demand. Tenant may rely upon any notice, instruction, Payment Demand, certificate, consent or other document from, and signed by, Lender and shall have no duty to Landlord to investigate the same or the circumstances under which the same was given. Any payment made by Tenant to Lender or in response to a Payment Demand shall be deemed proper payment by Tenant of such sum pursuant to the Lease. Landlord shall have no claim against Tenant for any amounts paid to Lender pursuant to any such notice. Landlord hereby releases Tenant from and shall indemnify and hold Tenant harmless from and against, any and all losses, liabilities, costs and expenses (including, without limitation, payment of reasonable attorney's fees and disbursements) arising from any claim based on Tenant's compliance with a Payment Demand. Landlord will look solely to Lender with respect to any claims Landlord may have on account of an allegedly incorrect or wrongful Payment Demand.

7. Tenant agrees to promptly execute and deliver all further instruments and documents, and take any and all further action, as may be necessary or desirable or that Lender may reasonably request to implement the terms of this Agreement.

8. This Agreement shall be governed by and construed in accordance with the laws of the state where the Property is located. Nothing contained herein shall prevent or delay Lender from seeking, in any court of competent jurisdiction, specific performance or other equitable remedies in the event of any breach or intended breach by Landlord or Tenant of their obligations hereunder.

9. This Agreement and the obligations of Landlord and Tenant and the rights and privileges of Lender hereunder shall continue until payment in full of all obligations of Landlord to Lender relating to the Loan which are secured by the Property or any part thereof.

10. Any and all notices required or permitted to be given under this Agreement shall be in writing and either shall be mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight air courier service, or personally delivered to a representative of the receiving party. All such notices shall be mailed, sent or delivered, addressed to the party for whom it is intended, at its address set forth below.

If to Tenant:

Urban Compass, Inc.
6849 Old Dominion Drive
Suite 360
McLean, VA 22101
Attn: Sales Manager
Telephone No.: _____

With copies to:

Compass

90 Fifth Avenue
New York, NY 10011
Attention: Corporate Real Estate

Mintz & Gold LLP
600 Third Avenue
25th Floor
New York, NY 10016
Attention: Alan Katz, Esq.

If to Landlord:

SIP / CREF 6849 Old Dominion, LLC
c/o SIP Manager, LLC
1401 New York Avenue NW, Suite 440
Washington, D.C. 20005
Attn: John H. Stewart
Telephone No.: 301-907-9881 x 111

If to Lender:

A10 Revolving Asset Financing I, LLC
c/o A10 Capital, LLC
Attn: Jackie Cox
800 W. Main Street, Suite 1100
Boise, Idaho 83702
Telephone No.: 208.577.5000

Any notice so addressed and sent by United States mail or overnight courier shall be deemed to be given on the earliest of (1) when actually delivered, (2) on the first business day after deposit with an overnight air courier service, or (3) on the third business day after deposit in the United States mail, postage prepaid, in each case to the address of the intended addressee. Any notice so delivered in person shall be deemed to be given when receipted for by, or actually received by the recipient party. No notice hereunder shall be effective if sent or delivered only by electronic means. Either party may designate a change of address by written notice to the other by giving at least ten (10) days prior written notice of such change of address.

11. This Agreement and all provisions contained herein shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto. When used herein, the term "Landlord" refers to Landlord and to any successor to the interest of Landlord under the Lease, and the term "Lender" refers to Lender and to any successor-in-interest of Lender under the Security Instrument.

12. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which taken together shall constitute one and the same Agreement. Any signature page of this Agreement may be detached from any

counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

13. In all cases where there is more than one Tenant, then all words used in this Agreement in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Tenant named in this Agreement or when this Agreement is executed by more than one Tenant, the word "Tenant" shall mean all and any one or more of them. The words "Tenant," "Landlord" and "Lender" include the heirs, successors, assigns and transferees of each of them. If this Agreement is executed by more than one Tenant, then each Tenant is jointly and severally liable under and bound by the terms of this Agreement.

[The remainder of this page is intentionally left blank.]

LENDER:

A10 Revolving Asset Financing I, LLC,
a Delaware limited liability company

By: A10 REIT, LLC,
a Delaware limited liability company,
its Designated Manager
By: A10 Capital, LLC,
a Delaware limited liability company,
its Manager

By: _____
Jacqueline C. Cox
Executive Vice President

STATE OF IDAHO §
§
COUNTY OF ADA §

I, _____, a Notary Public in and for the State and county aforesaid, do certify that Jacqueline C. Cox, as Executive Vice President of A10 Capital, LLC, a Delaware limited liability company, as the Manager of A10 REIT, LLC, a Delaware limited liability company, as the Designated Manager of **A10 Revolving Asset Financing I, LLC**, a Delaware limited liability company, whose name is signed to the writing above, has acknowledged the same before me in my county aforesaid.

Given under my hand this _____ day of _____, 2018.

Notary Public, State of Idaho
Name: _____
My commission expires: _____
Registration Number: _____

**EXHIBIT A
TO
SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

Property Description

ALL THAT CERTAIN lot or parcel of land, lying and being situate in Fairfax County, Virginia, and more particularly described as follows:

Beginning at a "PK NAIL" found on the Easterly right of way line of Ingleside Avenue, Route 1813, a public roadway of variable width, said PK NAIL being South 41 degrees 06 minutes 02 seconds West for 14.00 feet from a drill hole found, said drill hole being a corner to General Assets Incorporated, and said PK NAIL being the Southerly most corner of the herein described parcel. Thence with said right of way line, North 21 degrees 27 minutes 28 seconds West for 469.97 feet to a "MAG NAIL" found. Thence North 50 degrees 07 minutes 33 seconds East for 18.00 feet to a drill hole found. Thence North 21 degrees 30 minutes 11 seconds West for 14.99 feet to a drill hole found. Thence with a curve to the right having a radius of 25.00 feet, a chord bearing and chord of North 30 degrees 09 minutes 21 seconds East for 32.74 feet, for an arc distance of 35.70 feet to a drill hole found on the Southerly right of way line of Old Dominion Drive, Route 309, a public roadway of variable width. Thence with said right of way line, South 61 degrees 02 minutes 58 seconds East for 443.73 feet to an iron rod found, a corner to Route 606 Reston, LLC. Thence departing said right of way line and with Route 606 Reston, LLC, in part, and thence with the aforementioned General Assets Incorporated, in part, South 41 degrees 06 minutes 02 seconds West for 366.80 feet to the point of beginning, passing over an iron pipe found at 191.86 feet, and containing 2.0592 acres or 89,700 square feet, more or less.

NOTE FOR INFORMATIONAL PURPOSES ONLY: Tax Map No. 030-2-01-0015

Address: 6849 Old Dominion Drive, McLean, Virginia 22101

EXHIBIT G

Janitorial Specifications

JANITORIAL SPECIFICATIONS

These examples keep in mind that cleaning more frequently may be more effective and sustainable than using strong chemicals on an infrequent basis.

Exterior Daily Functions

- A. **ASHTRAYS AND URNS.** All ashtrays and urns are to be located 25 feet from the building entrance or opening and will be emptied only into approved metal containers. Pick up ashtray by placing the palm of the hand over the top of the tray. If heat is felt, the contents of the tray must be thoroughly soaked before emptying to prevent fire. They will be wiped clean and dry. Sift all sand urns nightly. Supply and replace sand as necessary to maintain a neat appearance. All designated smoking areas will be policed daily and swept nightly.

WASTE RECEPTACLES. All waste receptacles will be emptied, and returned to their original locations. The liner will be replaced when necessary, no less than once per week, with all liners fitting neatly and with a minimum of overhang. No trash bag should ever be placed directly on carpet. A mat or liner should always be used to protect carpet from stains. Trash containers will be periodically washed, for appearance and sanitation. If applicable, all surfaces will be damp wiped to remove streaks and runs as needed. All trash, including labeled recyclable materials (where applicable), will be deposited in the bulk trash compactor located in the loading dock. Doors on the compactor will be kept closed when not in use. Any spills during the collection of trash will be cleaned immediately (inside or outside the building) and related stains will be washed/shampooed as required. Recycling containers will be provided for the Contractor's use. Recycling will comply with the rules and regulations established by the County of Fairfax, Virginia.

B. ELEVATOR.

Lobbies. Elevator hardware and elevator doors will be cleaned and wiped dry. Elevator tracks will be kept clean of dirt and debris. Cleaning materials will be approved by Owner for any bronze or brass elevator doors and frames. Contractor will be held responsible for any damage to metal surfaces.

Door Tracks and Frames. Elevator door tracks and frames will be cleaned and polished, keeping them free of dirt and debris.

Flooring. Elevator carpets will be vacuumed thoroughly. Spot cleaning of spills and stains will be performed daily. Elevator carpets will be shampooed as needed. Hard surface floor coverings will be damp mopped, and spray buffed.

Walls. Elevator panels will be damp wiped to remove dust, soil, and smudges. Polished metal, control surfaces, and handrails will be wiped dry and shined.

- C. **ENTRANCE AREAS.** All glass doors and side panels will be cleaned and dry shined on both sides. Smudges and fingerprints will be wiped from all metal hardware on all doors.
- D. **ENTRANCE MATS.** Fabric coated entrance mats will be vacuumed. Rubber, vinyl, and door mat inserts will be swept or brushed with recessed catch basins being cleaned of all debris.
- E. **EXTERIOR GROUNDS.** Keep sidewalks, steps, walks, and around planters swept and free of debris in parking deck and around building entrances. Mop exterior paver tiles at building entrances. Remove all cigarette butts on a nightly basis. Police storm drain grilles and ventilation grilles as needed.

F. EXTERIOR STAIRWAYS. All exterior stairwells, steps and landings will be swept and all trash and debris removed. Handrails, fire extinguishers, signage, piping, etc. will be detail cleaned.

G. EXTERIOR STRUCTURE. Exterior glass at building entrances will be spot cleaned. Exterior patio furniture shall have dirt, pollen, dust and debris removed nightly and all tables wiped down.

Exterior Area as Necessary Functions

A. SIGNAGE. Clean interior and exterior signage free of dust, debris, fingerprints, etc. on an as needed basis.

B. SNOW REMOVAL. Contractor will be responsible for the removal of seasonal snow and ice accumulation from sidewalks, building entrances, parking decks and all areas of foot traffic around the immediate exterior of the buildings.

Common Area Daily Functions

A. BREAKROOM / RESTAURANT / CAFETERIA. Dining area including tables and counter tops will be wiped and carpet vacuumed. Table and chair legs will be dusted and walls will be kept clean. Vending machines and exterior of appliances will be wiped as needed.

B. CARPETS. All carpet in tenant space and common area will be vacuumed using HEPA filters thoroughly to protect vulnerable building occupants. Care will be taken to avoid damaging furniture, baseboards, and walls. Contractor will not be responsible for the removal of staples in the carpet. Spot clean carpet on an as needed basis.

C. ELEVATOR LOBBIES. Elevator hardware and elevator doors will be cleaned and wiped dry. Elevator tracks will be kept clean of dirt and debris. Cleaning materials will be approved by Owner for any bronze or brass elevator doors and frames. Contractor will be held responsible for any damage to metal surfaces.

D. ENTRANCE AREAS. All glass doors and side panels will be cleaned and dry shined on both sides. Smudges and fingerprints will be wiped from all metal hardware on all doors.

E. FLAT SURFACE DUSTING. All flat surfaces under six feet will be dusted with a soft, treated dust cloth. These areas will include, but not be limited to, desks, tables and other furniture, file cabinets, ledges, shelves, sills, and any other flat surfaces. Dusting of desktops will be limited to areas free of work papers. Desks that are covered with work papers will not be dusted. Horizontal surfaces of chairs will be dusted and fabric upholstered surfaces will be spot whisked. All chairs will be replaced in their proper position to maintain an orderly appearance.

F. GLASS. All inner office glass panels are to be spot cleaned to remove any fingerprints and smudges. Building and tenant entrance doors will be cleaned inside and out, around handles, knobs and panic bars to remove soil smudges and fingerprints up to 72" in height. The glass over the directory will also be cleaned the same frequency as the doors. The remainder of the glass will be spot cleaned as necessary.

- G. **HARD SURFACE FLOOR CLEANING.** All tile, marble, wood, parquet, and other floor surfaces throughout the building, including stock rooms, kitchenettes, and break areas, will be dust mopped and thoroughly damp mopped to maintain a clean and stain-free appearance. Remove any gum, tar, etc., adhering to floor surfaces.
- H. **HARDWARE.** Lobby hardware, including metal directory surfaces, elevator hardware, and metal door handles, panic bars, metal baseboards, push plates, and kick plates will be wiped with a dry treated cloth to remove fingerprints and smudges. These areas will also be buffed with a dry cloth to achieve a shiny surface. Painted or polished metal railings will be kept free of dust and smudges by wiping with a dry cloth.
- I. **INTERIOR STAIRWELL DETAILING.** All stairwells, steps, and landings will be swept, dust mopped and thoroughly damp mopped to maintain a clean stain free appearance. Handrails, fire extinguishers, signage, piping, etc. will be detail cleaned. Spot clean walls as needed.
- J. **LOW DUSTING.** Furniture legs, chair rungs, structural and furniture ledges, door louvers, windowsills, wood paneling, vinyl or wood base molding and other low areas will be dusted with a treated cloth.
- K. **MARBLE / GRANITE WALLS.** Marble/granite wall areas, from floor to ceiling, shall be kept clean and free of streaks.
- L. **WOOD DOORS.** All exterior and interior wood doors, including frames & hinges, will be wiped down.
- M. **WASTE RECEPTACLES.** All waste receptacles will be emptied, and returned to their original locations. The liner will be replaced when necessary, no less than once per week, with all liners fitting neatly and with a minimum of overhang. If applicable, all surfaces will be damp wiped to remove streaks and runs as needed. All trash, including labeled recyclable materials (where applicable), will be removed to a designated area. Recycling containers will be provided for the Contractor's use.
- N. **PLANTERS.** Remove debris and polish all interior planters.
- O. **WATER FOUNTAINS.** Water fountain dispensing areas and bowls will be washed with a disinfectant solution and dry shined to insure a clean, healthy condition. The sides of the metal housing unit will be wiped with a damp cloth to remove streaks and runs.

Common Area Weekly Functions

- A. **CARPET EDGING.** Detailed edge vacuuming will be performed around all baseboards, furniture edges, and in hard-to-reach places.
- B. **HARD SURFACE FLOOR PREVENTATIVE.** Tile areas of composition floors will be spray buffed. All hard surface floors will be machine scrubbed and refinished as needed to maintain a deep shine and scratch-free appearance.
- C. **HIGH DUSTING.** Clean vents, heating and air conditioning grills including surrounding wall and ceiling areas, picture frames, wall hangings, and ledges above six feet. Lights are to

be thoroughly dusted with a treated duster which is able to reach high areas, or a dust cloth. In service and basement areas, dust exposed pipes, ducts, and conduit.

- D. METALWORK. Horizontal surfaces of anodized exterior doors and window framework below eighty-four inches will be dusted with a dry cloth.
- E. TELEPHONES. All telephones, including elevator handsets, will be sanitized and wiped dry.
- F. DESKS AND CHAIRS. All chairs will be dusted on a weekly basis. Desks will be polished weekly if requested by tenant and only in accordance with tenant's or manufacturer's instructions.
- G. BLINDS AND SILLS. Window blinds and sills will be dusted weekly. Washing of the blinds may be required on an as needed basis. Sill will be washed and polished weekly. Any personal items on the sills will not be moved.
- H. OUTSIDE ENTRANCES. Entrance mats will be shampooed weekly.
- I. ELEVATORS. All elevator walls will be thoroughly dusted and cleaned with a damp cloth. Carpets will be vacuumed and spots removed. Carpets will be shampoo cleaned on a regular schedule.

Common Area Monthly Functions

- A. INTERIOR STAIRWELL DETAILING. All stairwells, steps, and landings will be swept, dust mopped and thoroughly damp mopped to maintain a clean stain free appearance. Handrails, fire extinguishers, signage, piping, etc. will be detail cleaned. Spot clean walls as needed.

Common Area Quarterly Functions

- A. WALLS. Wall surfaces around light switches, doorknobs, handrails, and other traffic areas are to be spot cleaned.

Common Area as Needed Functions

- A. CARPET CLEANING. Carpets in common areas will be extracted as part of a preventative/corrective program on an as needed basis. Alternate methods to clean areas may be used if approved by Building Management. Carpet cleaning in tenant areas will be on a "charge for service" basis.
- B. ENTRANCE MATS. Fabric coated entrance mats will be vacuumed. Rubber, vinyl, and door mat inserts will be swept or brushed with recessed catch basins being cleaned of all debris.
- C. HARD SURFACE FLOOR MAINTENANCE. Hard surface floors will be stripped, sealed, and refinished as often as needed to maintain a deep shine and scratch-free appearance. Any necessary repair to floor surfaces due to negligence of cleaning Contractor shall be the sole responsibility of the Contractor.
- D. SIGNAGE. Clean interior and exterior signage free of dust, debris, fingerprints, etc. on an as needed basis.
- E. UPHOLSTERED FURNITURE. All upholstered furniture will be vacuumed with the proper attachments.

Restroom Daily Functions

- A. **COMMODOES AND URINALS AND DRAINS.** Commodes and urinals will be cleaned and sanitized inside and out. Sanitizing will be performed using an approved disinfecting agent. Bright metal surfaces will be dry shined. Drains will be kept free of debris and deodorized as needed.
- B. **HARDWARE.** Lobby hardware, including metal directory surfaces, elevator hardware, metal door handles, panic bars, metal baseboards, push plates, and kick plates will be wiped with a dry treated cloth to remove fingerprints and smudges. These areas will also be buffed with a dry cloth to achieve a shiny surface. Painted or polished metal railings will be kept free of dust and smudges by wiping with a dry cloth.
- C. **MIRRORS AND LIGHTS.** Wash and polish all mirrors with a non-scratch disinfectant and dry shine. Burned out light bulbs will be reported to the property management company.
- D. **STALL PARTITIONS.** All stall partitions will be damp cleaned using approved disinfectant cleanser. Special attention will be given to urinal partitions.
- E. **ENTRANCE DOORS.** All entrance doors, including stops, jambs and frames will be cleaned. Any stainless steel will be polished.
- F. **RESTROOM FLOORS.** Floors will be swept free of loose paper and debris. Floors will be wet mopped with a detergent disinfectant solution using a scraper or steel wool to remove adherents. Carpet will be vacuumed in traffic areas and spot cleaned as needed to remove spillage or stains. Remove any gum, tar, etc., adhering to floor surfaces.
- G. **RESTROOM PAPER PRODUCTS AND SUPPLIES.** Re-stock all restrooms with supplies, including toilet tissue, toilet seat covers, hand soap, paper towels, and sanitary products. Tissue rolls should feed over the top and should be replaced when 3/4 empty. No extra rolls should be left in the stall. Fill soap dispensers and keep them clean and polished. All dispensers shall be maintained to assure proper working order.
- H. **RESTROOM / BREAKROOM SINKS.** Sinks will be cleaned and sanitized. Bright metal surfaces including faucets, grab bars, dispensers and flushometers, will be cleaned with a non-scratch disinfectant and will be dry shined. Vanity surfaces will be damp wiped and sanitized.
- I. **RESTROOM/SHOWER WALLS.** Walls and doorframes will be spot cleaned to remove water splashes, runs, soap, fingerprints, mildew, and smudges.
- H. **RESTROOM WASTE RECEPTACLES.** All waste receptacles will be emptied and wiped clean. The liner will be replaced to maintain a clean and orderly appearance. Sanitary napkin disposal containers will be emptied, sanitized, and wiped dry. The wax paper liner will be replaced. If applicable, all metal housing units will be damp wiped to remove streaks and runs. All sanitary napkin containers will be emptied, damp cleaned with an approved disinfectant cleanser and provided with a new paper bag liner.
- I. **TRAPS AND FLOOR DRAINS.** All floor drains, including shower drains, must remain free from odor at all times. Water will be poured down into drains daily to ensure vapor seals.

Restroom Monthly Functions

- A. **HARD SURFACE FLOOR PREVENTATIVE.** Tile areas of composition floors will be spray buffed. All hard surface floors will be machine scrubbed and refinished as needed to maintain a deep shine and scratch-free appearance.

- B. **HIGH DUSTING.** Clean vents, heating and air conditioning grills including surrounding wall and ceiling areas, picture frames, wall hangings, and ledges above six feet. Lights are to be thoroughly dusted with a treated duster which is able to reach high areas, or a dust cloth. In service and basement areas, dust exposed pipes, ducts, and conduit.
- C. **LOW DUSTING.** Furniture legs, chair rungs, structural and furniture ledges, door louvers, windowsills, wood paneling, vinyl or wood base molding and other low areas will be dusted with a treated cloth.
- D. **RESTROOM STALL PARTITIONS.** Partition walls will be wiped down and sanitized on both sides and shall be left in a non-streaked condition. Partition tops will be dusted.
- E. **WOOD DOORS.** All exterior and interior wood doors, including frames & hinges, will be wiped down.

Loading Dock Daily Functions

- A. **ASHTRAYS AND URNS.** All ashtrays will be emptied only into approved metal containers. Pick up ashtray by placing the palm of the hand over the top of the tray. If heat is felt, the contents of the tray must be thoroughly soaked before emptying to prevent fire. They will be wiped clean and dry. Sift all sand urns nightly. Supply and replace sand as necessary to maintain a neat appearance. All designated smoking areas will be policed daily and swept nightly.
- B. **HARDWARE.** Lobby hardware, including metal directory surfaces, elevator hardware, and metal door handles, panic bars, metal baseboards, push plates, and kick plates will be wiped with a dry treated cloth to remove fingerprints and smudges. These areas will also be buffed with a dry cloth to achieve a shiny surface. Painted or polished metal railings will be kept free of dust and smudges by wiping with a dry cloth.
- C. **DUMPSTERS AND COMPACTORS.** All trash, (non-recyclables, if applicable), and debris shall be placed in dumpsters and/or compacted in compactors. Disinfect and deodorize around this area as needed. Keep area around the dumpster free of debris. Sweep, hose down, or mop entire area as needed. Contractor shall be responsible of notifying, in writing, the Owner of any malfunction of equipment and of deficient or insufficient service requirements. Construction material should never be placed in compactor.
- D. **LOADING DOCKS.** The entire area shall be kept free of trash and debris. Keep entire area swept including walk-off mats. Hose down or mop entire area, disinfect, and deodorize as needed. Keep all floor surfaces clean, including truck area and ramp. Pressure wash as needed.

Loading Dock Weekly Functions

- A. **HIGH DUSTING.** Clean vents, heating and air conditioning grills including surrounding wall and ceiling areas, picture frames, wall hangings, and ledges above six feet. Lights are to be thoroughly dusted with a treated duster which is able to reach high areas, or a dust cloth. In service and basement areas, dust exposed pipes, ducts, and conduit.
- B. **LOW DUSTING.** Furniture legs, chair rungs, structural and furniture ledges, door louvers, windowsills, wood paneling, vinyl or wood base molding and other low areas will be dusted with a treated cloth.
- C. **WALLS.** Wall surfaces around light switches, doorknobs, handrails, and other traffic areas are to be spot cleaned.

D. WOOD DOORS. All exterior and interior wood doors, including frames & hinges, will be wiped down.

E. TELEPHONES. All telephones, including elevator handsets, will be sanitized and wiped dry.

Tenant Suite Daily Functions

- A. BREAKROOM / RESTAURANT/CAFETERIA. Dining area including tables and counter tops will be wiped and carpet vacuumed. Table and chair legs will be dusted and walls will be kept clean. Vending machines and exterior of appliances will be wiped as needed.
- B. CARPETS. All carpet in tenant space and common area will be vacuumed thoroughly. Care will be taken to avoid damaging furniture, baseboards, and walls. Contractor will not be responsible for the removal of staples in the carpet. Spot clean carpet on an as needed basis.
- C. FLAT SURFACE DUSTING. All flat surfaces under six feet will be dusted with a soft, treated dust cloth. These areas will include, but not be limited to, desks, tables and other furniture, file cabinets, ledges, shelves, sills, and any other flat surfaces. Dusting of desktops will be limited to areas free of work papers. Desks that are covered with work papers will not be dusted. Horizontal surfaces of chairs will be dusted and fabric upholstered surfaces will be spot whisked. All chairs will be replaced in their proper position to maintain an orderly appearance.
- D. GLASS. All inner office glass panels are to be spot cleaned to remove any fingerprints and smudges. Building and tenant entrance doors will be cleaned inside and out, around handles, knobs and panic bars to remove soil smudges and fingerprints up to 72" in height. The glass over the directory will also be cleaned the same frequency as the doors. The remainder of the glass will be spot cleaned as necessary.
- E. HARDWARE. Lobby hardware, including metal directory surfaces, elevator hardware, and metal door handles, panic bars, metal baseboards, push plates, and kick plates will be wiped with a dry treated cloth to remove fingerprints and smudges. These areas will also be buffed with a dry cloth to achieve a shiny surface. Painted or polished metal railings will be kept free of dust and smudges by wiping with a dry cloth.
- F. HARD SURFACE FLOOR CLEANING. All tile, marble, wood, parquet, and other floor surfaces throughout the building, including stock rooms, kitchenettes, and break areas, will be dust mopped and thoroughly damp mopped to maintain a clean and stain-free appearance. Remove any gum, tar, etc., adhering to floor surfaces.
- G. RESTROOM / BREAKROOM SINKS. Sinks will be cleaned and sanitized. Bright metal surfaces including faucets, grab bars, dispensers and flushometers, will be cleaned with a non-scratch disinfectant and will be dry shined. Vanity surfaces will be damp wiped and sanitized.
- H. TELEPHONES. All telephones, including elevator handsets, will be sanitized and wiped dry.
- I. WASTE RECEPTACLES. All waste receptacles will be emptied, and returned to their original locations. The liner will be replaced when necessary, no less than once per week, with all liners fitting neatly and with a minimum of overhang. If applicable, all surfaces will be damp wiped to remove streaks and runs as needed. All trash, including labeled recyclable

materials (where applicable), will be removed to a designated area. Recycling containers will be provided for the Contractor's use.

- J. WATER FOUNTAINS. Water fountain dispensing areas and bowls will be washed with a disinfectant solution and dry shined to insure a clean, healthy condition. The sides of the metal housing unit will be wiped with a damp cloth to remove streaks and runs.

Tenant Suite Weekly Functions

- A. HARD SURFACE FLOOR PREVENTATIVE. Tile areas of composition floors will be spray buffed. All hard surface floors will be machine scrubbed and refinished as needed to maintain a deep shine and scratch-free appearance.
- B. LOW DUSTING. Furniture legs, chair rungs, structural and furniture ledges, door louvers, windowsills, wood paneling, vinyl or wood base molding and other low areas will be dusted with a treated cloth.
- C. PLANTERS. Remove debris and polish all interior planters.
- D. WALLS. Wall surfaces around light switches, doorknobs, handrails, and other traffic areas are to be spot cleaned.
- E. WOOD DOORS. All exterior and interior wood doors, including frames & hinges, will be wiped down.
- F. MIRRORS. Wash and polish all mirrors with a non-scratch disinfectant and dry shine.

Tenant Suite Monthly Functions

- A. BLINDS. All window and door blinds will be dusted thoroughly with a treated duster or cloth that is able to reach high areas.
- B. CARPET EDGING. Detailed edge vacuuming will be performed around all baseboards, furniture edges, and in hard-to-reach places.
- C. HIGH DUSTING. Clean vents, heating and air conditioning grills including surrounding wall and ceiling areas, picture frames, wall hangings, and ledges above six feet. Lights are to be thoroughly dusted with a treated duster which is able to reach high areas, or a dust cloth. In service and basement areas, dust exposed pipes, ducts, and conduit.
- D. UPHOLSTERED FURNITURE. All upholstered furniture will be vacuumed with the proper attachments.

Tenant Suite as Needed Functions

- A. HARD SURFACE FLOOR MAINTENANCE. Hard surface floors will be stripped, sealed, and refinished as often as needed to maintain a deep shine and scratch-free appearance. Any necessary repair to floor surfaces due to negligence of cleaning Contractor shall be the sole responsibility of the Contractor.
- B. VACANT SPACE. Clean and vacuum spaces one time upon move out of tenant.

C. SIGNAGE. Clean interior and exterior signage free of dust, debris, fingerprints, etc. on an as needed basis.

D. SUPPLIES. All supplies required for the effective cleaning and maintenance of the building as stated in these specifications will be supplied by the Contractor at its expense. Detailed specifications of all supplies are to be provided to the Owner by the Contractor, and said supplies are to be approved by the Owner prior to purchase by the Contractor. All plastic bags used in the nightly collection of trash from the buildings will be furnished by the Contractor. SRP reserves the right to manage the procurement of supplies and plastic. Contractor will remain responsible for management of inventory.

Passenger / Freight Elevator Daily Functions

A. ELEVATOR.

Door Tracks and Frames. Elevator door tracks and frames will be cleaned and polished, keeping them free of dirt and debris.

Flooring. Elevator carpets will be vacuumed thoroughly. Spot cleaning of spills and stains will be performed daily. Elevator carpets will be shampooed as needed. Hard surface floor coverings will be damp mopped, and spray buffed.

Walls. Elevator panels will be damp wiped to remove dust, soil, and smudges. Polished metal, control surfaces, and handrails will be wiped dry and shined.

B. HARDWARE. Lobby hardware, including metal directory surfaces, elevator hardware, metal door handles, panic bars, metal baseboards, push plates, and kick plates will be wiped with a dry treated cloth to remove fingerprints and smudges. These areas will also be buffed with a dry cloth to achieve a shiny surface. Painted or polished metal railings will be kept free of dust and smudges by wiping with a dry cloth.

C. TELEPHONES. All telephones, including elevator handsets, will be sanitized and wiped dry.