

May 14, 2018

**1420 Beverly Road, Suite 347
McLean, Virginia 22101**

COMMERCIAL DEED OF LEASE

BY AND BETWEEN

GENERAL ASSETS, INC.

AND

NEUROSCIENCE CONSULTANTS, PLC

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GENERAL INFORMATION

1. Telephone Number: (703)

2. Name and Addresses:

(a) Tenant: Contact Name and Address for Notices and Billing:

- (i) Name: NEUROSCIENCE CONSULTANTS, PLC
Attn: Dr. Ruben Cintron
- (ii) Address: 12007 Sunrise Valley Drive
Reston, VA 22191

Office Telephone Number: (703) *478-0440*
Cellular Telephone Number: (703) *801-6977*

(b) Tenant Person to call in case of emergency:

Name: Christine Cintron

Cellular Telephone Number: (703) 801-9638

(c) Landlord Contact Name and Address for Notices and Payments:

Name: Georges Tawil
Address: General Assets, Inc.
1420 Beverly Road, Suite 130
McLean, VA 22101

(d) Landlord Person to call in case of Emergency:

Name: Georges Tawil
Cellular Telephone Number: (703) 943-9300
Office Telephone Number: (703) 821-8775

D A T A S H E E T

This Data Sheet is an integral part of this Commercial Deed Of Lease and all of the terms, dates, and requirements hereof are incorporated into this Lease in all respects. In addition to the other provisions which are elsewhere defined in this Lease, the following terms, whenever used in this Lease, shall have the meanings set forth in this Data Sheet subject to adjustments thereto or more detailed definitions set forth elsewhere in this Lease.

- (a) Leased Premises: 1420 Beverly Road, Suite 347, McLean, VA 22101
- (b) Gross Rentable Sq. Ft. of Premises agreed to be: 910
- (c) Total Gross Rentable Square Feet in Building: 46,000
- (d) Tenant's Percentage Share of Building: 1.98%
- (e) Lease Dates:
 - (1) Date Lease Executed: May 22, 2018
 - (2) Lease Commencement Date: Around September 1, 2018. The Lease Commencement Date shall be the date Landlord delivers possession of the Premises to Tenant with all the Tenant Improvements substantially completed and a Non-Residential Use Permit has been issued. Landlord will provide written notice to Tenant two (2) weeks prior to substantial completion.
 - (3) Rent Commencement Date: Three (3) months after Lease Commencement Date.
- (f) Lease Term: Five (5) years and Three (3) months from the Lease Commencement Date.
- (g) Base Rent: Monthly: \$2,502.50; Yearly \$30,030.00
- (h) Annual Base Rent Increase: 2.50%
 - (i) Security Deposit: \$5,000.00 due at signing, reduced to \$4,000.00 at start of third (3rd) Lease year.
- (j) Tenant's Trade Name: Neuroscience Consultants, PLC
- (k) Permitted Uses: General Medical Office
- (l) Access to Premises: Tenant shall be allowed to access the Premises two (2) weeks prior to Lease Occupancy Date for the purpose of installing Tenant's furniture, fixtures and equipment at no charge, and no interference in Landlord's work.
- (m) Tenant Move-in: Tenant is allowed to move-in during normal work days and on Saturdays from 7:00 am to 3:00 pm. No move-in is allowed on Sundays and official holidays.
- (n) First Month's rent and Security Deposit is due at signing.

COMMERCIAL DEED OF LEASE

1420 Beverly Road Suite 347
McLean, Virginia 22101

THIS COMMERCIAL DEED OF LEASE and accompanying Data Sheet (collectively referred to as "Lease") is made as of the 14th day of May, 2018, by and between GENERAL ASSETS, INC., 1420 Beverly Road, Suite 130, McLean, VA 22101, a Delaware corporation qualified to do business in the Commonwealth of Virginia, (hereinafter referred to as "Landlord"), and NEUROSCIENCE CONSULTANTS, PLC a Virginia Professional Liability Company qualified to do business in the Commonwealth of Virginia, having an address currently at 12007 Sunrise Valley Drive, Suite 120, Reston, VA 22191 (hereinafter referred to as "Tenant").

RECITALS:

A. Landlord has built a three (3) story office building at 1420 Beverly Road, McLean, Virginia 22101, (the "Building"), containing approximately forty-six thousand (46,000) square feet of rentable area.

B. Tenant desires to lease space in the Building and Landlord is willing to rent space in the Building to Tenant, upon the terms, conditions, covenants and agreements set forth herein.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby covenant and agree as set forth below.

ARTICLE I

THE PREMISES

1.1 (A) Landlord hereby leases to Tenant and Tenant hereby rents from Landlord, for the term and upon the terms, conditions, covenants and agreements herein provided and in the accompanying Data Sheet which is incorporated herein by reference and made part hereof, which consists of approximately 910 square feet (including an allocation of certain common areas and of areas to be used in common with others throughout the Building), located on the third floor (Suite 347 as per Exhibit A) of the Building (such space being hereinafter referred to as the "Premises"). The Landlord shall , at its own expense , make all the improvements to the Premises as outlined on Exhibit A attached hereto and made a part hereof. The Premises shall be completed in a manner similar to other suites in the building and reasonably suitable for use for general medical office purposes as more particularly set forth in Exhibit A.

(B) Landlord also agrees that Tenant shall receive certain parking rights as defined, and upon the terms and conditions set forth in Exhibit B attached hereto and made a part hereof.

1.2 The lease of the Premises includes the right, together with other tenants of the Building and members of the public and subject to the rules and regulations promulgated by Landlord

hereunder, to use the common public areas of the Building, but includes no other rights not specifically set forth herein and the Data Sheet. The lease of the Premises does not include the right to use the roof of the Building.

1.3 Landlord shall have the right to change the location and configuration of the Premises subject to the following terms and conditions: (a) if Tenant has commenced beneficial use of the Premises, Landlord shall provide Tenant not less than one hundred eighty (180) days written notice in advance of the date Tenant must vacate the Premises; (b) Landlord shall provide Tenant with substitute space elsewhere in the Building of similar nature (the "Substitute Premises"); and (c) Landlord shall, at Landlord's cost and expense, (1) remove Tenant's equipment, furniture and fixtures from the Premises and reinstall those items in the Substitute Premises, and (2) redecorate the substitute Premises in a manner substantially similar to the manner in which the Premises were decorated.

Within ten (10) days of the date Tenant commences beneficial use of the Substitute Premises, Landlord and Tenant shall execute an amendment to the Lease indicating the location and configuration of the Substitute Premises.

ARTICLE II

TERM

2.1 (A) The term of this Lease (hereinafter referred to as the "Lease Term") shall commence on the Lease Commencement Date, as determined pursuant to Section 2.2 hereof, and shall continue for a period of five (5) years and three (3) months.

2.2 The Lease Commencement Date for Suite 347 shall be the later of September 1, 2018 or until the Landlord delivers possession of the Premises to Tenant with all the Tenant Improvements substantially completed including a non-residential use permit has been obtained for Tenant's use of the Premises as set forth in Exhibit A and further agreed upon between the parties. If Landlord does not deliver possession of the Premises to Tenant with all Tenant Improvements substantially completed by December 31, 2018, then Tenant may terminate the Lease and have no further obligation thereunder.

2.3 Tenant shall have one (1) option to extend the term for a three (3) year period. To exercise the Renewal Option, Tenant must provide Landlord with written notice at least six (6) months prior to the end of the initial lease term. The Annual Rent Increase of 2.50% shall continue through the Renewal Option Term.

2.4 The Option Term may be exercised only if Dr. Ruben Cintron is actively involved in the day to day operations of Neuroscience Consultants, PLC.

2.5 Tenant shall be responsible for obtaining all permits or licenses necessary for Tenant's lawful occupancy of the Premises at Tenant's sole cost and expense.

ARTICLE III

BASE RENT

3.1 (a) During the Lease Term, Tenant shall pay to Landlord as monthly base rent for the Premises, without setoff, deduction or demand monthly the amount of Two Thousand Five Hundred Two & 50/100 Dollars (\$2,502.50) beginning on the Rent Commencement Date.

(b) Monthly rent shall be due and payable in advance, on the first day of each month. If the Rent Commencement Date is a day other than the first day of a month, rent from the Rent Commencement Date until the first day of the following month shall be prorated on a per diem basis at the rate of one-thirtieth (1/30th) of the monthly base rent. The first month rent shall be paid upon the signing of this lease agreement.

3.2 All rent shall be paid to Landlord in legal tender of the United States, without setoff, deduction or demand, at the address to which notices to landlord are to be given or to such other party or to such other address as Landlord may designate from time to time by written notice to Tenant. If Landlord shall at any time accept rent after it shall become due and payable, such acceptance shall not excuse a delay upon subsequent occasions, or constitute or be construed as a waiver of any of Landlord's rights hereunder.

3.3 Any rental or other payment required to be made by Tenant hereunder which is not made within five (5) calendar days of the due date is subject to (a) late charge of five percent (5%) of said amount and (b) interest on any unpaid amount in the greater of five percent (5%) per annum or the Virginia judgement interest rate, from the first of the month when said payment was due until payment in full is received by Landlord; provided, however, that Tenant shall receive prior written notice of the Landlord's failure to receive the rental payment by the due date and Tenant has ten (10) days to cure the non-payment or default. Nothing contained herein shall be construed as permitting Landlord to charge or receive interest in excess of the legal rate then allowed by law. Such late charges and interest shall constitute Additional Rent due hereunder.

ARTICLE IV

ADJUSTMENTS TO BASE RENT

4.1 The annual base rent shall be adjusted annually for each lease year during the Lease Term as determined per clause (h) of the Data Sheet.

4.2 As of beginning of the Second Lease Year (One year after Lease Commencement Date), in addition to monthly rental payment, Tenant shall pay an amount equal to 1.98%, being Tenant's pro rata share, of the amount of increase above Initial Basic Costs, if any, in the Landlord's "Basic Costs" (as hereinafter defined).

(a) "Basic Costs", as that term is used herein, shall consist of all reasonable operating expenses of the Building and shall consist of all reasonable expenditures to maintain all

facilities in the operation of the Building and such additional facilities in subsequent years as may be determined by Landlord to be necessary. Notwithstanding any other provision of this Lease, Basic Costs shall be limited to expenses for Common Areas or the overall maintenance of the building and related facilities, and shall not include costs incurred for the sole benefit of any one tenant or partial group of tenants. The term "operating expenses" as used herein shall mean all expenses, costs and disbursements (but except as provided in (10) below, not replacement of capital investment items or specific costs billed to and paid by specific tenants) of every kind and nature which Landlord shall pay or become obligated to pay because of or in connection with the ownership and operation of the Building, including but not limited to, the following:

- (1) Wages and salaries of all employees directly engaged in operating and maintenance or security of the Building, including taxes, insurance and benefits relating thereto;
- (2) All supplies and materials used in operation and maintenance or security of the Building;
- (3) Cost of all utilities including surcharges for the Building, including the cost of water, sewer, power, heating, lighting, air conditioning and ventilating for the Building;
- (4) Cost of all maintenance and service agreements for the Building and the equipment therein, including but not limited to, security and energy management services, window cleaning, elevator maintenance and janitorial service;
- (5) Cost of all insurance relating to the Building, including the cost of casualty and liability insurance applicable to the Building and Landlord's personal property used in connection therewith;
- (6) Cost of repairs and general maintenance (excluding repairs and general maintenance paid by proceeds of insurance or by Tenant or other third parties);
- (7) A management fee (not to exceed 4% of gross building rents) for the manager of the Building to the extent the manager is not an employee whose compensation is a cost passed through pursuant to (1) above;
- (8) The costs of any additional services not provided to the Building at the lease commencement date but thereafter provided by Landlord in the prudent management of the Building; and
- (9) Real estate taxes and impositions, general and special, of whatever kind or description; (Taxes included in operating costs should exclude: franchise, estate, inheritance, succession, capital levy, income or excess profits taxes assessed on Landlord, or so long as there shall exist no Default of Tenant, any penalties for late payment or underpayment of taxes.
- (10) The cost of any capital improvements or alterations made to the Building after the lease commencement date that materially reduce other operating expenses or are required under any governmental law or regulation that is not applicable to the Building at the time it was constructed (except

improvements or alterations to other leased space within the Building), such cost thereof to be amortized over such reasonable period as Landlord shall reasonably determine represents the useful life of such improvement.

The Basic Costs ("Initial Basic Costs") are stipulated to be the actual costs incurred during the calendar year 2018. In the event that actual Basic Costs for any calendar year exceeds the Initial Basic Costs as stipulated, Tenant shall pay its proportional share of the year's increase in the Basic Costs for such year over the Initial Basic Costs.

For all purposes of this Lease other than the adjustment pursuant to Section 4.1, any increase payable by Tenant under this provision shall be deemed an increase in the monthly rent. Notwithstanding any other provision herein to the contrary, it is agreed that in the event the Building is not fully occupied during any calendar year, an adjustment shall be made in computing the Basic Costs including the Initial Basic Costs for such year so that the Basic Costs shall be computed for such year as though the Building had been ninety (90%) percent occupied during such year.

4.3 (a) After the First Lease Year, Tenant shall make estimated monthly payments to the Landlord on account of increases in the Basic Costs that are expected to be incurred during each calendar year. The amount of such monthly payments shall be determined as follows.

At the beginning of the Second Lease Year of the Lease Term and at each following calendar year, Landlord shall submit to Tenant a statement setting forth Landlord's reasonable estimates of the amounts by which the Basic Costs that are expected to be incurred during such calendar year will exceed the Basic Costs incurred during the previous calendar year, and the computation of Tenant's proportionate share of each such anticipated increase. Commencing on one (1) year after Lease Commencement Date, Tenant shall pay to Landlord on the first day of each month following receipt of such statement during such calendar year an amount equal to Tenant's proportionate share of the anticipated increases in the Basic Costs, multiplied by a fraction, the numerator of which is 1, and the denominator of which is the number of months during such calendar year which follow the date of the foregoing statement.

(b) Basic Costs shall not include any of the following: a) construction management fees; b) ADA compliance costs; c) painting or decorating other than public areas; d) legal fees, space planner's fees, real estate brokers' leasing commissions, and advertising expenses incurred in connection with the leasing of the Building; e) depreciation of the Building or other said improvements; f) interest and principal payments on mortgages and other debt costs, amortization, or other payments on loans to Landlord whether secured or unsecured; g) income, excess profit, or franchise taxes; h) any amounts paid by Landlord as ground lease rental (except to the extent such rental payments represent payments of Real Estate Taxes); i) capital improvements to the Building (other than the included capital improvements described above); j) the costs of advertising for vacant space; k) costs, including permit, license and inspection costs, incurred with respect to the installation of tenant improvements made for new tenants in the Building or incurred in renovating or otherwise improving, decorating, painting or redecorating vacant spaces for tenants or other occupants of the Building or costs incurred which relate to and benefit one particular tenant; l) costs incurred in connection with the original construction of the Building or in connection with any major structural change in the Building; m) costs of alterations or improvements to

the premises of other tenants which serve only those other tenants; n) costs of correcting structural defects in or inadequacy of the initial design or structural construction of the Building; o) costs which are reimbursed by any tenant or occupant of the Building or by insurance by Landlord's carrier or any tenant's carrier or by anyone else; p) any bad debt loss, rent loss , or reserves for bad debts or rent loss; q) the expense of extraordinary services provided to other tenants in the Building which are made available to Tenant at cost or for which Tenant is separately charged; r) costs associated with the operation of the business of the partnership or entity which constitutes Landlord, as the same are distinguished from the cost of operation of the Building, including partnership accounting and legal matters, costs of defending any lawsuits with any mortgagee, costs of selling, syndicating, financing, mortgaging or hypothecating any of Landlord's interest in the Building, costs (including attorney's fees and costs of settlement judgements and payments in lieu thereof) arising from claims, disputes or potential disputes in connection with potential or actual claims, litigation or arbitration pertaining to Landlord and/or the Building and/or the site upon which the Building is situated; s) fines, penalties, and interest; t) expenditures to comply with applicable Laws prior to the Lease Commencement Date, including costs arising from the presence of Hazardous Materials in or about the Building; u) the cost of any item which, by standard accounting practice, is required to be capitalized; v) amounts paid to Landlord or to subsidiaries or affiliates of Landlord for services in the Building to the extent the same exceeds the costs of such services rendered by unaffiliated third parties on a competitive basis; w) any compensation paid to clerks, attendants or other persons in commercial concessions operated by Landlord; x) costs arising from Landlord's political or charitable contributions; y) costs arising from latent defects in the Building; z) costs for which Landlord has been compensated by a management fee, including property manager and property management office and all expenses related thereto; aa) costs incurred by Landlord due to the violation by Landlord of the terms and conditions of any lease of space in the Building; and bb) any management fee or, except for the four percent (4%) management fee provided for hereinabove, any administrative fee. Notwithstanding anything contained in this Lease to the contrary, Tenant shall not be double billed for the same cost by Landlord billing the same cost under two different provisions of this Lease (e.g., Tenant is billed separately for a particular cost elsewhere in this Lease and such cost also in charged as part of Operating Expenses).

(c) Within thirty (30) days after the expiration of each calendar year for which Tenant paid its proportionate share of the Basic Cost increase, Landlord shall submit to Tenant a statement showing (i) Tenant's proportionate share of the amounts by which the Basic Costs actually incurred during the preceding calendar year exceeded the Basic Costs of the year before and (ii) the aggregate amount of the estimated payments, if any, made by Tenant on account thereof. If the aggregate amount of such estimated payments, if any, exceeds Tenant's actual liability for such increases, Tenant shall deduct the net overpayment from its next estimated payment or payments on account of increases in such Basic Costs for the then current year. If Tenant's actual liability for such increases exceeds the estimated payments, if any, made by Tenant on account thereof, then Tenant shall pay to Landlord the total amount of such deficiency as additional rent due hereunder, due and payable in accordance with Section 24.18. If Tenant's actual payments exceed Tenant's actual costs at the end of the Lease Term, Landlord shall refund the excess to Tenant within thirty (30) days after the end of the then current calendar year.

(d) Tenant shall have the right to audit or inspect the books of Landlord's for the preceding twelve (12) months relative to Basic Costs, as well as all other additional rent payable by

Tenant hereunder provided that: (i) Tenant gives Landlord not less than thirty (30) days prior written notice of its intent to conduct any such audit; (ii) the audit occurs during Landlord's normal business hours and in Landlord's principal offices; (iii) Tenant may audit such records once during each calendar year; and (iv) the auditor must not be compensated on a contingency basis. If the foregoing audit procedure reflects that Tenant has been overcharged for Basic Costs, Landlord shall refund the amount of such overcharge. If the audit procedure reflects that the Basic Costs billed were more than ten percent (10%) greater than the actual amount of Basic Costs, Landlord shall reimburse Tenant for the reasonable cost of its audit.

4.4 In the event the Lease Year commences or expires on a day other than the first day or the last day of a calendar year, the increase in the Basic Costs to be paid by Tenant for such calendar year shall be apportioned by multiplying the amount of Tenant's proportionate share thereof for the full calendar year by a fraction, the numerator of which is the number of days during such calendar year falling within the Lease Year, and the denominator of which is 365.

4.5 Tenant's liability for its proportionate share of the increases in the Basis Costs for the last calendar year of the Lease Term shall survive the expiration of the Lease Term. Similarly, Landlord's obligation to refund the Tenant the excess, if any, of the amount of Tenant's estimated payment on account of such increases for such last calendar year over Tenant's actual liability therefore shall survive the expiration of the Lease Term.

4.6 All payments required to be made by the Tenant pursuant to this Article IV shall be paid to Landlord, without set off or deduction, in the same manner as annual base rent is payable pursuant to Article III hereof except as provided herein.

ARTICLE V

SECURITY DEPOSIT

5.1 Tenant shall pay, upon signing of the lease, a Security Deposit in the amount of US Dollars Five Thousand & 0/00 (\$5,000.00). Landlord shall not be required to maintain such deposit in a separate account. Except as may be required by law, Tenant shall not be entitled to interest on such Security Deposit. Such Security Deposit shall be security for the performance by Tenant of all of Tenant's obligations, covenants, conditions and agreements under this Lease. Within Thirty (30) days after the expiration of the Lease Term, and provided Tenant has vacated the Premises leaving it broom clean and in good condition, normal wear and tear excepted, and is not in default hereunder, Landlord shall return such Security Deposit to Tenant, less such portion thereof as Landlord shall have appropriated to satisfy any default by Tenant hereunder. Tenant's Security Deposit shall be reduced by US Dollars One Thousand & 00/100 (\$1,000) at the start of the third (3rd) Lease year, if Tenant has not been in uncured Default during the preceding two (2) years.

In the event of any default by Tenant hereunder, and upon prior written notice to Tenant and Tenant's right to cure within ten (10) days of said notice, Landlord shall have the right, but

shall not be obligated, to use, apply or retain all or any portion of the security deposit for (i) the payment of any annual base rent or additional rent or any other sum as to which Tenant is in default, (ii) the payment of any amount which Landlord may spend or become obligated to spend to repair physical damage to the Premises or the Building pursuant to Section 8.2 hereof, or (iii) the payment of any amount Landlord may spend or become obligated to spend, or for the compensation of Landlord for any losses incurred, by reason of Tenant's default, including, but not limited to, any damage or deficiency arising in connection with the re-letting of the Premises. If any portion of said deposit is so used or applied, within five (5) business days after further written notice to Tenant of such use or application, Tenant shall deposit with Landlord cash in an amount sufficient to restore the security deposit to its original amount, and Tenant's failure to do so shall constitute a default under this Lease.

5.2 In the event of the sale or transfer of Landlord's interest in the Building, Landlord shall transfer the security deposit to the purchaser or transferee, in which event Tenant shall look only to the purchaser or transferee for the return of the security deposit, and Landlord shall thereupon be released from all liability to Tenant for the return of such security deposit provided however, that the Purchaser or Transferee has acknowledged receipt of the Security Deposit and has assumed liability for said Security Deposit in accordance with the Lease.

5.3 Tenant acknowledges that the holder of any mortgage (as defined in Section 21.1) encumbering the Building shall not be liable for the return of any security deposit made by Tenant hereunder if such holder, or its successors or assigns, shall succeed to the ownership of the Building, whether by foreclosure or deed in lieu thereof, unless such holder shall actually receive such security deposit; provided, however, nothing in this Section 5.3 shall release the Landlord from its obligation to return any security deposit of Tenant.

ARTICLE VI

USE OF THE PREMISES

6.1 Tenant shall use and occupy the Premises solely for general medical office purposes, and for no other use or purpose without the prior written consent of Landlord. Landlord, to its best knowledge represents and warrants such intended use is permitted by applicable zoning. Tenant shall not use or occupy the Premises for any unlawful purpose or in any manner that will constitute waste, nuisance or unreasonable annoyance to the Landlord or other tenants of the Building. Tenant shall comply with all present and future laws, ordinances (including zoning ordinances and land use requirements), regulations, and orders of the United States of America, the Commonwealth of Virginia, and any other public or quasi-public authority having jurisdiction over the Premises, concerning the use, occupancy and condition of the Premises and all machinery, equipment, and furnishings therein. It is expressly understood that if any present or future law, ordinance, regulation or order requires an occupancy permit for the Premises (other than such permit as Landlord, in its discretion, may obtain after initial non-residential use permit which Landlord shall obtain), Tenant shall obtain such permit at Tenant's own expense and shall promptly deliver a copy thereof to Landlord. Use of the Premises is subject to all covenants, conditions and restrictions of record.

6.2 Tenant shall pay any business, rent or other taxes that are now or hereafter levied

upon Tenant's use or occupancy of the Premises, the conduct of Tenant's business at the Premises, or Tenant's equipment or other personal property. In the event that any such taxes are enacted, changed or altered so that any of such taxes are levied against Landlord, or the mode of collection of such taxes is changed so that Landlord is responsible for collection or payment of such taxes, Tenant shall pay any and all such taxes to Landlord upon written demand from Landlord.

ARTICLE VII

ASSIGNMENT AND SUBLETTING

7.1 Tenant shall not assign, transfer, mortgage or otherwise encumber this Lease or Tenant's interest therein, or sublet, rent or permit anyone to occupy the Premises, or any part thereof, without obtaining the prior written consent of Landlord. Landlord's consent shall not be unreasonably withheld, conditioned or delayed. Tenant will be required to pay a non-refundable assignment/subletting fee to Landlord as payment for legal fee and costs incurred in the amount of one month's rent or \$2,750.00, whichever is greater. This fee is due and payable when the request for assignment/subletting is submitted to Landlord and is considered to be Additional Rent. No assignment or transfer of this Lease or the right of occupancy hereunder may be effectuated by operation of law or otherwise without the prior written consent of Landlord. The consent by Landlord to any assignment, subletting or occupancy shall not be construed as a waiver or release of Tenant from liability for the performance of any covenant or obligation to be performed by Tenant under this Lease, nor shall the collection or acceptance of rent from any assignee, subtenant or occupant constitute a waiver or release of Tenant from any of its liabilities or obligations under this Lease. Landlord's consent to any assignment, subletting or occupancy shall not be construed as relieving Tenant from the obligation of obtaining Landlord's prior written consent to any subsequent assignment, subletting or occupancy. For any period during which Tenant is in default hereunder, Tenant hereby assigns to landlord the rent due from any subtenant or assignee of Tenant and hereby authorizes each such subtenant to pay said rent directly to Landlord.

7.2 **Not Applicable**

ARTICLE VIII

LANDLORD'S AND TENANT'S MAINTENANCE AND REPAIRS

8.1 Tenant shall keep and maintain the Premises and all fixtures and equipment owned by Tenant located therein in reasonably clean, safe and sanitary condition, shall take good care thereof and make all reasonably required repairs thereto, and shall, at the expiration or other termination of the Lease Term, surrender the Premises in substantially the same order and condition in which they were on the Lease Commencement Date, ordinary wear and tear, eminent domain and unavoidable damage by the elements excepted. Landlord, at its cost, shall provide and install all light fixtures within the Premises as provided in Exhibit A and F and all replacement lights for such light fixtures, shall provide standard office (not standard medical) cleaning and standard office waste removal (not medical waste removal) throughout the Premises nightly Monday through Friday excluding holidays, ad shall maintain the Premises and all systems serving the Premises in good working order and repair.

8.2 Except as otherwise provided in Article XVII hereof, all injury, breakage and damage to the Premises and to any other part of the Building caused by any act or omission of Tenant, or of any agent, employee, subtenant, contractor, client, guest, family member, licensee, customer or invitee of Tenant, shall be repaired by and at the sole expense of Tenant, except that Landlord shall have the right, at its option, to make such repairs and to charge Tenant for all costs and expenses reasonably incurred in connection therewith as additional rent due hereunder. The liability of Tenant for such costs and expenses shall be reduced by the amount of any insurance proceeds received by Landlord on account of such injury, breakage or damage.

8.3 Notwithstanding anything to the contrary in this Lease, Landlord, at its sole expense, shall be responsible for maintaining, repairing and replacing (a) the roof, foundations, exterior walls, and all structural parts of the building of which the Premises are a part, (b) all portions of the Premises affected by structural conditions whose source lies outside the Premises, (c) all common areas, (d) all utility, sprinkler service, electrical and plumbing lines and HVAC systems servicing the Premises or outside the Premises but service the Premises, and (e) all utility, sprinkler service, electrical and plumbing lines and HVAC systems within the Premises but which serve other occupants of the building. Landlord shall be responsible for maintaining, repairing and replacing all electrical, mechanical, utility, HVAC, sprinkler services and plumbing systems within concealed spaces within the Premises.

ARTICLE IX

LANDLORD AND TENANT ALTERATIONS

9.1 It is understood and agreed that Landlord shall, at its sole expense, make all Tenant Improvements set forth in Exhibit A including, without limitation, new building standard commercial carpet, demolish walls, paint and provide new Building standard LED ceiling lighting, new kitchen cabinetry, standard wood suite entry door with glass insert, and directory signage, and complete such Tenant Improvements prior to the Lease Commencement Date. Except for the initial fit-out of the Premises and the Tenant Improvements in Exhibit A, Landlord will not make, and is under no obligation to make additions or improvements in or to the Premises except as provided herein.

9.2 Tenant will not make or permit anyone to make any material alterations, decorations, additions or improvements (hereinafter referred to collectively as "improvements"), structural or otherwise, in or to the Premises or the Building, without the prior written consent of Landlord which consent shall not be unreasonably withheld, delayed or denied. When granting its consent, Landlord may impose any conditions it deems appropriate, including, without limitation, the approval of plans and specifications, approval of the contractor or other persons who will perform the work, and the obtaining of specified insurance.

All improvements permitted by Landlord that are made by Tenant must conform to all laws, regulations and requirements of federal, state and county governments, and any other public or quasi-public authority having jurisdiction over the Premises. As a condition precedent to such written consent of Landlord, Tenant agrees to obtain and deliver to Landlord written unconditional waivers of mechanics' and materialmen's liens against the Building and land upon which it is situated from all proposed contractors, subcontractors, laborers and material suppliers for all work, labor and services to be performed and materials to be furnished in connection with improvements to the Premises. If,

notwithstanding the foregoing, any mechanics' or materialmen's lien is filed against the Premises, the Building and/or the land upon which it is situated, for work claimed to have been done for, or materials claimed to have been furnished to, the Premises, such lien shall be discharged by Tenant within ten (10) days thereafter, or as reasonably as possible, at Tenant's sole cost and expense, by the payment thereof or by the filing of a bond acceptable to Landlord. If Tenant shall fail to discharge any sub-mechanics' or materialmen's lien, Landlord may, at its option, discharge such lien and treat the cost hereof (including reasonable attorneys' fees incurred in connection therewith) as additional rent due hereunder; it being expressly agreed that such discharge by Landlord shall not be deemed to waive or release the default of Tenant in not discharging such lien. It is understood and agreed that any improvements to the Premises, other than those made by Landlord pursuant to Exhibit A, shall be conducted on behalf of Tenant and not on behalf of Landlord. It is further understood and agreed that in the event Landlord shall give its written consent to the making of any improvement to the Premises, such written consent shall not be deemed to be an agreement or consent by Landlord to subject its interest in the Premises, the Building or the land upon which it is situated to any mechanics' or materialmen's liens which may be filed in connection therewith.

9.3 Tenant shall indemnify and hold Landlord harmless from and against any and all expenses, liens, claims, liabilities and damages based on or arising, directly or indirectly, by reason of the making of any improvements to the Premises. If any improvements are made without the prior written consent of Landlord, Landlord shall have the right, after ten (10) days prior notice to the Tenant and a reasonable time to cure, to remove and correct such improvements and restore the Premises to their condition immediately prior thereto, and Tenant shall be liable for all expenses incurred by Landlord in connection therewith. All improvements to the Premises or the Building made by either party shall immediately become the property of Landlord and shall remain upon and be surrendered with the Premises as a part thereof at the end of the Lease Term, except that if Tenant is not in default under this lease, Tenant shall have the right to remove, prior to the expiration of the Lease Term, all movable furniture, furnishings and equipment installed in the Premise solely at the expense of Tenant. All damage and injury to the Premises or the Building caused by such removal shall be repaired by Tenant, at Tenant's sole expense. If such property of Tenant is not removed by Tenant prior to the expiration or termination of this Lease, the same shall become the property of Landlord and shall be surrendered with the Premises as a part thereof.

9.4 Tenant shall not be required to remove any cabling/wiring from the Premises at Lease expiration. Furthermore, Tenant shall not be required to restore any improvements/alterations at Lease expiration unless required by Landlord at time of Landlord's approval.

ARTICLE X

SIGNS AND FURNISHINGS

10.1 No sign, advertisement or notice referring to Tenant shall be inscribed, painted, affixed or otherwise displayed on any part of the exterior or the interior of the Building except on the directories and the doors of offices and such other areas as are designated by Landlord. All of Tenant's signs that are approved by Landlord shall be installed by Landlord at Tenant's cost and expense. Notwithstanding the foregoing, Tenant's building directory & suite door signage shall be installed at Landlord's expense. If any

sign, advertisement or notice that has not been approved by Landlord is exhibited or installed by Tenant, Landlord shall have the right to remove the same at Tenant's expense, after ten (10) days written notice to Tenant and a reasonable opportunity for Tenant to take action. Landlord shall have the right to prohibit any advertisement of or by Tenant which in its opinion tends to impair the reputation of the Building or its desirability as a high-quality office building and, upon written notice from Landlord, Tenant shall immediately refrain from and discontinue any such advertisement. Landlord reserves the right to affix, install and display signs, advertisements and notices on any part of the exterior or interior of the Building.

10.2 Landlord shall have the right to reasonably prescribe the weight and position of safes and other heavy equipment and fixtures, which, if considered necessary by the Landlord, shall be installed in such manner as Landlord directs in order to distribute their weight adequately. Any and all damage or injury to the Premises or the Building caused by moving the property of Tenant into or out of the Premises, or due to the same being in or upon the Premises shall be repaired by and at the sole cost of Tenant. No furniture, equipment or other bulky matter of any description, other than samples and blueprints, will be received into the Building or carried in the elevators except as approved by Landlord, and all such furniture, equipment and other bulky matter shall be delivered only through the designated freight elevator. All moving of furniture, equipment and other materials shall be under the direct control and supervision of Landlord, who shall not, however, be responsible for any damage to or charges for moving the same. Tenant agrees to remove promptly from the sidewalks adjacent to the Building any of Tenant's furniture, equipment or other material there delivered or deposited.

ARTICLE XI

TENANT'S EQUIPMENT

11.1 Tenant will not install or operate in the Premises any electrically operated equipment or machinery that operates on greater than 110 Volt power without first obtaining the prior written consent of Landlord, who may condition such consent upon the payment by Tenant of additional rent in compensation for the excess consumption of electricity or other utilities and for the cost of any additional wiring or apparatus that may be occasioned by the operation of such equipment or machinery. Tenant shall not install any equipment of any type or nature that will or may necessitate any changes, replacements or additions to, or in the use, of the water system, heating system, plumbing system, air-conditioning system or electrical system of the Premises or the Building, without first obtaining the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Machines and equipment belonging to Tenant which causes noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to Landlord or to any tenant in the Building shall be installed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to reduce such noise and vibration to a level satisfactory to Landlord.

11.2 At the option of Landlord, Landlord may install at Landlord's sole cost and expense check-meters to electrical circuits serving Tenant's equipment to verify that Tenant is not consuming excessive electricity. If Landlord's survey reasonably determines that Tenant's electricity consumption is excessive, Landlord may install, at Tenant's sole cost and expense, sub-meters to ascertain Tenant's actual electricity cost consumption, and Tenant will thereafter pay as additional rent for Tenant's actual

consumption of electricity at the then current price per kilowatt hour charged Landlord by the utility.

ARTICLE XII

INSPECTION BY LANDLORD

12.1 Tenant shall permit Landlord, its agents, mortgagees and representatives, any federal, state, county or municipal officer or representative, and prospective purchasers of interests in the Building or Landlord, to enter the Premises at reasonable times and reasonable prior notice to Tenant (at least one (1) business day, except in case of emergency), without charge therefore and without diminution of the rent payable by Tenant, to examine, inspect and protect the Premises and the Building, to make such alterations and/or repairs as in the sole judgment of Landlord may be deemed necessary, or to exhibit the same to prospective tenants during the last one hundred eighty (180) days of the Lease Term. In connection with any such entry, Landlord shall endeavor to minimize the disruption to Tenant's use of the Premises, and shall respect the privacy of Tenant's patients and the protected nature of all Personal Health Information. During the course of any alteration or repair by Landlord in the Premises, Landlord may store within the Premises all reasonable necessary materials, tools, supplies and equipment. No inconvenience, annoyance, disturbance, loss of business, or other damage suffered by Tenant by reason of such alteration or repair, or storage of materials, shall constitute the basis of (a) an actual or constructive eviction of Tenant, or (b) liability on Landlord's part, and the obligations of Tenant under this Lease shall not be affected thereby. Nothing in this Section 12.1 shall be construed as imposing any obligation on Landlord to make any alteration or repairs.

ARTICLE XIII

INSURANCE

13.1 Tenant shall not conduct or permit to be conducted any activity, or place any equipment in or about the Premises or the Building, which will in any way increase the rate of fire insurance or other insurance on the Building. If any increase in the rate of fire insurance or other insurance is stated by any insurance company or by the applicable Insurance Rating Bureau to be due to any activity or equipment of Tenant in or about the Premises or the Building, such statement shall be conclusive evidence that the increase in such rate is due to such activity or equipment and, as a result thereof, Tenant shall be liable for the amount of such increase. Tenant shall reimburse Landlord for such amount and any such amount shall be considered additional rent due hereunder.

13.2 Throughout the Lease Term, Tenant shall obtain and maintain public liability insurance in a company or companies licensed to do business in the Commonwealth of Virginia and approved by Landlord. Said insurance shall be in minimum amounts reasonably approved by Landlord from time to time and shall name Landlord as an additional insured thereunder. In addition, if requested by the holder of any mortgage (as defined in Section 21.1) encumbering the Building, said insurance shall also include a standard mortgagee loss payable endorsement for the benefit of such holder. No later than the Lease Commencement Date, Tenant shall obtain public liability insurance in minimum amounts of one and one half million dollars (\$1,500,000.00) for injury to one (1) person, three million dollars (\$3,000,000.00) for injury to more than one (1) person, and one million dollars (\$1,000,000) for damage

to property. Each such policy shall contain an endorsement prohibiting cancellation or reduction of coverage (a) as to the interests of Landlord or the holders of any mortgages by reason of any act or omission of Tenant, and (b) without first giving fifteen (15) days' prior written notice of such proposed action. Receipts evidencing payment of the premium for such insurance shall be delivered by Tenant on or before the Lease Commencement Date and, if requested by Landlord, at least annually thereafter.

13.3 Landlord shall be responsible for insuring the Building, Parking Garage and surrounding Property through the Lease Term and any extensions. Landlord shall also be responsible for insuring the Premises during fit out and Tenant Improvements made prior to the Lease Commencement Date.

ARTICLE XIV

SERVICES AND UTILITIES

14.1 Landlord shall continue to furnish to the Premises the current levels of air-conditioning and heating during the seasons when they are required, as determined in Landlord's reasonable judgment. Landlord shall also provide reasonable adequate electricity, water, exterior window-cleaning service, and char and janitorial service after 6:00 P.M. on Monday through Friday only (excluding legal public holidays) as required in Landlord's sole but not unreasonable judgment. Landlord will also provide elevator service; provided, however, that Landlord shall have the right to remove elevators from service as may be required for moving freight, or for servicing or maintaining the elevators and/or the Building. The normal hours of operation of the Building will be 7:00 A.M. to 6:30 P.M. on Monday through Friday and 7:00 A.M. to 1:00 P.M. on Saturday (except legal public holidays) and such other hours, if any, as Landlord determines. Landlord shall not be obligated to maintain or operate the Building at times other than the normal hours of operation of the Building unless special arrangements are made in advance by Tenant. Landlord will furnish all services and utilities required by this Lease only during the normal hours of operation of the Building, unless otherwise specified herein; provided, however, that electricity and water shall be provided at all times subject to availability from the suppliers thereof. If Tenant requires air-conditioning, heat, or electrical power beyond the normal hours of operation set forth herein, Landlord will furnish such, provided Tenant gives Landlord sufficient advance notice of such requirement and Tenant agrees to pay for the cost of such extra service in accordance with Landlord's then current reasonable schedule of costs and assessments for such extra service. Landlord shall attend to the maintenance, lighting and landscaping of the common areas.

14.2 The parties hereto agree to comply with all mandatory energy conservation controls and requirements applicable to office buildings that are imposed or instituted by the federal, state, or county governments, including, without limitation, controls on the permitted range of temperature settings in office buildings, and requirements necessitating curtailment of the volume of energy consumption or the hours of operation of the Building. Any terms or conditions of this Lease that conflict or interfere with compliance with such controls or requirements shall be suspended for the duration of such controls or requirements. It is further agreed that compliance with such controls or requirements shall not be considered an eviction, actual or constructive, of the Tenant from the Premises and shall not entitle Tenant to terminate this Lease or to an abatement of any rent payable hereunder.

ARTICLE XV

LIABILITY OF LANDLORD

15.1 Unless caused by gross negligence or willful misconduct of Landlord, Landlord shall not be liable to Tenant, Tenant's employees, agents, invitees, or guests, or to any other person or entity for any damage (including consequential damage), injury, loss, compensation or claim, including but not limited to claims for the interruption of or loss to Tenant's business, based on, arising out of or resulting from any cause whatsoever (except as otherwise provided in this Section 15.1), including but not limited to the following: repairs to any portion of the Premises; interruption in the use of the Premises or any equipment therein; and accident or damage resulting from the use or operation (by Landlord, Tenant or any other person or entity) of elevators, or of the heating, cooling, electrical, sewerage, or plumbing equipment or apparatus; the termination of this Lease by reason of the destruction of the Premises or the Building; any fire, robbery, theft, vandalism, mysterious disappearance and/or any other casualty; the actions of any other tenants of the Building or of any other person or entity; and any leakage in any part or portion of the Premises or the Building, or from water, rain, ice or snow that may leak into or flow from, any part of the Premises or the Building, or from drains, pipes, or plumbing fixtures in the Building. Landlord shall not in any manner be held responsible for any goods, property or personal effects stored or placed by Tenant, its employees or agents in or about the Premises. It is understood that the employees of Landlord are prohibited from receiving any packages or other articles delivered to the Building for Tenant, and if any such employee receives any such packages or articles, such employee shall be acting as the agent of Tenant for such purposes and not as the agent of Landlord. Notwithstanding the foregoing provisions of this Section 15.1, Landlord shall not be released from Liability to Tenant, Tenant's employees, agents, invitees, or guests or to any other person or entity for any injury to any natural person or entity caused by the willful misconduct or gross negligence of Landlord or its employees to the extent such injury is not covered by insurance carried by Tenant or required by this Lease to be carried by Tenant, Landlord shall not be released from liability to Tenant for any injury to any natural person or for any damage to Tenant's property or business caused by willful misconduct or gross negligence of Landlord or its employees.

15.2 Tenant and Landlord shall indemnify and hold the other party harmless from and against all costs, damages, claims, liabilities and expenses (including attorney's fees) suffered by or claimed against the other party, directly or indirectly, based on, arising out of or resulting from (i) Tenant's use and occupancy of the Premises or the business conducted by Tenant therein (ii) any negligent act or omission by the party or its employees, agents or invitees, or (iii) any breach or default by the party in the performance or observance of its covenants or obligations under this Lease.

15.3 In the event that at any time any Landlord hereunder shall sell or transfer the Building, said Landlord shall not be liable to Tenant for any obligations or liabilities based on or arising out of events or conditions occurring on or after the date of such sale or transfer provided that the Purchaser or Transferee assumes the obligations and liabilities of the Landlord under this Lease. Tenant agrees to attorn to any purchaser or transferee upon all the terms and conditions of this Lease.

15.4 In the event that at any time during the Lease Term Tenant shall have a claim

against Landlord, Tenant shall not have the right to set off or deduct the amount allegedly owed to Tenant from any rent or other sums payable to Landlord hereunder, it being understood that Tenant's sole remedy for recovering upon such claim shall be to institute an independent action against Landlord.

15.5 Tenant agrees that in the event Tenant is awarded a money judgement against Landlord, Tenant's sole recourse for satisfaction of such judgement shall be limited to execution against the estate and interest of Landlord in the Building and land of which it is a part; in no event shall any other assets of Landlord or of any partner of Landlord or if any other person or entity be available to satisfy or subject to such judgement, nor shall any partner of Landlord or any other person or entity be held to have any personal liability for satisfaction of any claims or judgements that Tenant may have against Landlord and/or partner of Landlord in such partner's capacity as a partner of Landlord.

ARTICLE XVI

RULES AND REGULATIONS

16.1 Tenant and its agents, employees, invitees, licensees, customers, clients, family members, guests, assignees and subtenants shall at all times abide by and observe the rules and regulations attached hereto as Exhibit E. In addition, Tenant and its agents, employees, invitees, licensees, customers, clients, family members, guests, assignees and subtenants shall abide by and observe all other reasonable rules or regulations that Landlord may promulgate from time to time for the operation and maintenance of the Building, provided that notice thereof is given to Tenant and such rules and regulations are not inconsistent with the provisions of this Lease. Nothing contained in the Lease shall be construed as imposing upon Landlord any duty or obligation to enforce such rules and regulations, or the terms, conditions or covenants contained in any other lease, as against any other tenant, and Landlord shall not be liable to Tenant for the violation of such rules or regulations by any other tenant or its employees, agents, assignees, subtenants, invitees, licensees, customers, clients, family members or guests. If there is any inconsistency between this Lease and the Rules and Regulations set forth in Exhibit E, this Lease shall govern.

ARTICLE XVII

DAMAGE OR DESTRUCTION

17.1 If, during the Lease Term, the Premises or the Building are totally or partially damaged or destroyed from any cause, thereby rendering the Premises totally or partially inaccessible or unusable, Landlord shall (taking into account the time necessary to effectuate a satisfactory settlement with any insurance company involved) diligently restore and repair the Premises and the Building to substantially the same condition they were in prior to such damage; provided, however, if the repairs and restoration cannot be completed within ninety (90) days after the occurrence of such damage (taking into account the time needed for removal of debris, preparation of plans and issuance of all required governmental permits), Landlord or Tenant shall have the right, at its sole option, to terminate this Lease by giving written notice of termination to the other within ninety (90) days after the later of the date Landlord gives Tenant notice that the damage cannot be repaired in such period or the 90th day following

Landlord's failure to repair such damage within the required period. If this Lease is not terminated as a result of such damage, and provided that such damage was not caused by the act or omission of Tenant, or any of its employees, agents, licensees, invitees, assignees, subtenants, customers, clients, family members or guests, then until the repair and restoration of the Premises is completed, Tenant shall be required to pay monthly base rent and additional rent only for that part of the Premises that Tenant is able to use while repairs are being made, based on the ratio that the amount of usable rentable area bears to the total rentable area in the Premises. Except as otherwise specified in Section 17.2, Landlord shall bear the costs, and expenses of repairing and restoring the Premises; provided, however, that if such damage or destruction was caused by the act or omission of Tenant, or any of its employees, agents, licensees, invitees, assignees, subtenants, customers, clients, family members or guests, then Tenant shall pay to Landlord the amount by which such costs and expenses exceed the insurance proceeds, if any, actually received by Landlord on account of such damage or destruction. Notwithstanding anything above to the contrary, Landlord shall have the right to terminate this Lease in the event (a) Landlord's insurance is insufficient to pay the full cost of such repair and restoration, (b) the holder of any mortgage secured by the Building fails or refuses to make such insurance proceeds available for repair and restoration, or (c) zoning or other laws or regulations applicable to the site upon which the Building was constructed do not permit Landlord to repair, restore or reconstruct on such site a building substantially similar to the Building.

17.2 If Landlord repairs and restores the Premises as provided in Section 17.1, Landlord shall not be required to repair, restore or replace any decorations, alterations, or improvements to the Premises previously made by Tenant or any trade fixtures, furnishings, equipment or personal property belonging to Tenant. It shall be Tenant's sole responsibility to repair and restore all such items unless such damage is caused by Landlord's negligence of which would be Landlord's responsibility.

17.3 Notwithstanding anything to the contrary contained herein, if there is damage to or a destruction of the Building that exceeds twenty-five (25%) of the replacement value of the Building, from any risk, whether or not the Premises are damaged or destroyed, Landlord shall have the right to terminate this Lease by written notice to Tenant.

ARTICLE XVIII

CONDEMNATION

18.1 If the whole or a substantial part (as hereinafter defined) of the Premises, or the use or occupancy of the Premises, shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including a sale thereof under threat of such a taking), then this Lease shall terminate on the date title thereto vests in such governmental or quasi-governmental authority, and all rent payable hereunder shall be apportioned as of such date. If less than a substantial part of the Premises is taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including a sale thereof under threat of such taking), this Lease shall continue in full force and effect, but the monthly base rent and additional rent thereafter payable hereunder shall be equitably adjusted (on the basis of the ratio of the number of square feet of rentable area taken to the total rentable area in the Premises immediately prior to such taking) as of the date title vests in the governmental or quasi-governmental authority (the "Condemnation Date"). For

purposes of this Section 18.1, a substantial part of the Premises shall be considered to have been taken if more than one-third (1/3) of the rentable area of the Premises is rendered unusable as a result of such condemnation.

18.2 All awards, damages and other compensation paid by the condemning authority on account of such taking or condemnation (or sale under threat of such taking) shall belong to Landlord, and Tenant hereby assigns to Landlord all rights to such awards, damages and compensation. Tenant agrees not to make any claim against the Landlord or the condemning authority for any portion of such award or compensation attributable to damages to the Premises, the value of the unexpired term of this Lease, the loss of profits or goodwill, leasehold improvements or severance damages. Nothing contained herein, however, shall prevent Tenant from pursuing a separate claim against the condemning authority for the value of furnishing, equipment and trade fixtures installed in the Premises and Tenant's expense and for relocation expenses, provided that such claim shall in no way diminish the award or compensation payable to or recoverable by Landlord in connection with such taking or condemnation.

18.3 Notwithstanding anything to the contrary contained herein, if twenty-five percent (25%) or more of the Building is taken, condemned, or sold under threat of such a taking, Landlord shall have the option to terminate this Lease as of the Condemnation Date.

ARTICLE XIX

DEFAULT BY TENANT

19.1 The occurrence of any of the following shall constitute a default by Tenant under this Lease if such default is uncured after written notice to Tenant and beyond any applicable cure periods:

(a) If Tenant shall fail to pay any payment more than once in the same calendar year of monthly base rent or additional rent on or before the fifth day after written notice from the Landlord is received, or shall fail to make on or before the fifth day after written notice from the Landlord any other payment required by the Lease;

(b) If Tenant continues to violate or fail to perform any other term, condition, covenant or agreement to be performed or observed by Tenant under this Lease for more than thirty (30) days (two (2) business days in the case of any violation that creates a danger to the Premises or the Building) after written notice from the Landlord to cease;

(c) If Tenant shall vacate, abandon or fail to continuously occupy the Premises for more than thirty (30) days after written notice to Tenant by Landlord and cease payment of rent; or

(d) Any event of Bankruptcy as specified in Article XX.

19.2 If Tenant shall be in default under this Lease, Landlord shall have the right, at its sole option, to terminate this Lease. In addition, with or without terminating this Lease, Landlord may re-enter, terminate Tenant's right of possession and take possession of the Premises and the provisions of this Article XIX shall operate as a notice to quit, any other notice to quit or of Landlord's intention to re-enter

the Premises being hereby expressly waived. If necessary, Landlord may proceed to recover possession of the Premises under and by virtue of the laws of the Commonwealth of Virginia, or by such other proceedings, including re-entry and possession, as may be applicable. If Landlord elects to terminate this Lease and/or elects to terminate Tenant's right of possession, everything contained in the Lease on the part of landlord to be done and performed shall cease without prejudice; however, Landlord retains the right to recover from Tenant all rent and other sums accrued up to the time of termination or recovery of possession by Landlord, whichever is later. Whether or not this Lease and/or Tenant's right of possession is terminated by reason of Tenant's default, Landlord may relet the Premises or any part thereof, along or together with other premises, for such term(s) (which may be greater or less than the period which otherwise would have constituted the balance of the Lease Term) and on such terms and conditions (which may include concessions or free rent and alterations of the Premise) as Landlord, in its sole discretion, may determine, but Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished by reason of, any failure by Landlord to relet the Premises or any failure by Landlord to collect any rent due upon such re-letting. Whether or not this Lease is terminated by reason of Tenant's default, Tenant nevertheless shall remain liable for the monthly base rent, additional rent or damage which may be due or sustained prior to such default Landlord's remedies shall be effective, after giving Tenant any required notice and expiration of all cure periods.

19.3 All rights and remedies of Landlord and/or Tenant set forth herein are in addition to all other rights and remedies available to Landlord and/or Tenant at law or in equity. All rights and remedies available to Landlord and/or Tenant hereunder at law or in equity are expressly declared to be cumulative. The exercise by Landlord or Tenant of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. No delay in the enforcement or exercise of any such right or remedy shall constitute a waiver of any default of Landlord or Tenant hereunder or of any of Landlord's or Tenant's rights or remedies in connection therewith. Landlord shall not be deemed to have waived any default by the other party hereunder unless such waiver expressly is set forth in a written instrument signed by Landlord and Tenant. If Landlord or Tenant waives in writing any default by the other, such waiver shall not be construed as a waiver of any covenant, condition or agreement set forth in this Lease except as to the specific circumstances described in such written waiver.

19.4 If Landlord shall institute proceedings against Tenant and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of the same or of any other covenant, condition or agreement set forth herein, nor of any of Landlord's rights hereunder. Neither the payment by Tenant of a lesser amount than the monthly base rent, additional rent or of any sums due hereunder nor any endorsement or statement on any check or letter accompanying a check for payment of rent or other sums payable hereunder shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or other sums or to pursue any other remedy available to Landlord. No re-entry by Landlord, and no acceptance by Landlord of keys from Tenant, shall be considered an acceptance of a surrender of this Lease.

19.5 If Tenant defaults in the making of any payment (other than Rent or other amounts payable to Landlord that are deemed to be Rent) or in the doing of any act herein required to be made or done by Tenant, then Landlord may, but shall not be required to, make such payment or do such act. If Landlord elects to make such payment or do such act, all costs and expenses incurred by Landlord, plus interest

thereon at the greater of 5% per annum or the legal rate per annum, from the date incurred by Landlord to the date of payment thereof by Tenant, shall constitute additional rent due hereunder; provided however, that nothing contained herein shall be construed as permitting Landlord to charge or receive interest in excess of the maximum legal rate then allowed by law. The taking of such action by Landlord shall not be considered as a cure of such default by Tenant or prevent Landlord from pursuing any remedy it is otherwise entitled to in connection with such default.

19.6 If Tenant fails to make any payment of monthly base rent or of additional rent on or before the date such payment is due and payable and grace period have expired, Tenant shall pay to Landlord a late charge of ten percent (10%) of the amount of such payment. In addition, such payment shall bear interest at the greater of five percent (5%) per annum, from the date such payment became due to the date of payment thereof by Tenant; provided, however, that nothing contained herein shall be construed as permitting Landlord to charge or receive interest in excess of the maximum legal rate than allowed by law. Such late charge and interest shall constitute additional rent due hereunder.

ARTICLE XX

BANKRUPTCY

20.1 The following shall be Events of Bankruptcy under this Lease:

(a) Tenant's becoming insolvent, as that term is defined in Title 11 of the United States Code (the "Bankruptcy Code"), or under the insolvency laws of any state, district, commonwealth or territory of the United States (the "Insolvency Laws");

(b) The appointment of a receiver or custodian for any or all of Tenant's property or assets, or the institution of a foreclosure action upon any of Tenant's real or personal property;

(c) The filing of a voluntary petition under the provisions of the Bankruptcy Code or Insolvency Laws;

(d) The filing of an involuntary petition against Tenant as the subject debtor under the Bankruptcy Code or Insolvency Laws, which either (i) is not dismissed within thirty (30) days of filing or (ii) results in the issuance of an order for relief against the debtor; or

(e) Tenant's making or consenting to an assignment for the benefit of creditors or a common law composition of creditors.

20.2 (a) Upon occurrence of an Event of Bankruptcy, Landlord shall have all rights and remedies available to Landlord pursuant to Article XIX; provided, however, that while a case in which Tenant is the subject debtor under the Bankruptcy Code is pending, Landlord shall not exercise its rights and remedies pursuant to Article XIX so long as (i) the Bankruptcy Code prohibits the exercise of such rights and remedies, and (ii) Tenant or its Trustee in Bankruptcy (hereinafter referred to as "Trustee") is in compliance with the provisions of Sections 20.2(b), (c) and (d) below.

(b) In the event Tenant becomes the subject debtor in a case pending under the Bankruptcy Code, Landlord's right to terminate this Lease pursuant to Section 20.2(a) shall be subject to any rights of Trustee to assume or assign this Lease pursuant to the Bankruptcy Code. Trustee shall not have the right to assume or assign this Lease unless Trustee promptly (i) cures all defaults under this Lease, (ii) compensates Landlord for monetary damages incurred as a result of such defaults, (iii) provides adequate assurance of future performance on the part of Tenant as debtor in possession or on the part of the assignee tenant, and (iv) complies with all other requirements of the Bankruptcy Code.

(c) Landlord and Tenant hereby agree in advance that adequate assurance of future performance, as used in Section 20.2(b) above, shall mean that all of the following minimum criteria must be met; (i) Tenant's gross receipts in the ordinary course of business during the thirty (30) day period immediately preceding the initiation of the case under the Bankruptcy Code must be at least ten (10) times the next monthly base rent and additional rent due under this Lease; (ii) Both the average and median of Tenant's monthly gross receipts in the ordinary course of business during the six (6) month period immediately preceding the initiation of the case under the Bankruptcy Code must be at least ten (10) times the next monthly installment of monthly base rent and additional rent due under this Lease; (iii) Tenant must pay its estimated pro rate share of the cost of all services provided by Landlord (whether directly or through agents or contractors and whether or not previously included as part of the monthly base rent), in advance of the performance or provision of such services; (iv) Trustee must agree that Tenant's business shall be conducted in first class manner, and that no liquidating sales, auctions, or other non-first class business operations shall be conducted on the Premises; (v) Trustee must agree that the use of the Premises as stated in the Lease will remain unchanged and that no prohibited use shall be permitted; (vi) Trustee must agree that the assumption or assignment of this Lease will not violate or affect the rights of other tenants in the Building; (vii) Trustee must pay to Landlord at the time the next monthly installment of annual base rent is due under this Lease, in addition to such installment of annual base rent, an amount equal to the monthly installments of annual base rent and additional rent due under this Lease for the next six months under this Lease, said amount to be held by Landlord in escrow until either Trustee or Tenant defaults in its payment of rent or other obligations under this Lease (whereupon Landlord shall have the right to draw on such escrowed funds) or until the expiration of this Lease (whereupon the funds shall be returned to Trustee or Tenant); and (viii) Tenant or Trustee must agree to pay to Landlord at any time Landlord is authorized to and does draw on the escrow account the amount necessary to restore such escrow account to the original level required by Section 20.2(c).

(d) In the event Tenant is unable to (i) cure its defaults, (ii) reimburse the Landlord for its monetary damages, (iii) pay the rent due under this Lease and all other payments required of Tenant under this Lease on time (or within five (5) days of the due date) or (iv) meet the criteria and obligations imposed in Section 20.2(c) above, Tenant agrees in advance that it has not met its burden to provide adequate assurance of future performance, and this Lease may be terminated by Landlord in accordance with Section 20.2(a) above.

ARTICLE XXI

SUBORDINATION

21.1 This Lease is subject and subordinate to the lien of any and all mortgages (which term "mortgages" shall include both construction and permanent financing and shall include deeds of trust and similar security instruments and ground leases) which may now or hereafter encumber the Building, to all funds and all indebtedness intended to be secured by such mortgages, and to all and any renewals, extensions, modifications, re-castings or re-financings thereof. The holder of any mortgage to which this Lease is superior shall have the right at any time to declare this Lease to be subordinate to the lien of such mortgage and Tenant agrees to execute all documents reasonably required by such holder in confirmation thereof.

21.2 In confirmation of the forgoing subordination, Tenant shall, at Landlord's request, promptly execute any requisite or appropriate certificate or other document. Landlord shall use best efforts to obtain a non-disturbance agreement for Tenant from the holder of any mortgages to which this Lease shall be subordinated. Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute any such certificate or other document for or on behalf of Tenant. Tenant agrees that in the event any proceeding is brought for the foreclosure of any mortgage encumbering the Building and this Lease is not extinguished upon or following such foreclosure by the purchaser at such foreclosure sale, the Tenant shall attorn to the purchaser at such foreclosure sale, if requested to do so by such purchaser, and shall recognize such purchaser as the Landlord under this Lease, and Tenant waives the provision of any statute of 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 any such foreclosure proceeding is prosecuted or completed. Tenant agrees upon such attornment, such purchaser shall not be (a) bound by any payment of monthly base 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 but only to the extent such prepayments have been delivered to such purchaser, (b) bound by any amendment of this Lease made without the consent of any lender providing construction or permanent financing for the Building, (c) liable for damages for any act or omission of any prior landlord, or (d) subject to any offsets or defenses which Tenant might have against any prior landlord, provided, however, that after succeeding to Landlord's interest under this Lease, such purchaser shall perform in accordance with this Lease all obligations of Landlord arising after the date by which such purchaser acquires title to the Building. Upon request by such purchaser, Tenant shall execute and deliver an instrument or instruments confirming its attornment.

21.3 In the event that any lender providing construction or permanent financing or any refinancing for the Building requires, as a condition of such financing, that modifications to the Lease be obtained, and provided that such modifications (i) are reasonable; (ii) do not adversely affect in a material manner Tenant's use of the Premises as herein permitted; and (iii) do not increase the rent and other sums to be paid by Tenant hereunder, Landlord may submit to Tenant a written amendment to this Lease incorporating such required written changes, and Tenant hereby covenants and agrees to execute, acknowledge and deliver such amendment to Landlord within five (5) business days of Tenant's receipt thereof.

ARTICLE XXII

HOLDING OVER

22.1 In the event Tenant holds over after the expiration of the Lease Term, Tenant shall be deemed to be a month-to-month tenant, and except as contained in this ARTICLE XXII, all terms of the Lease shall continue in full force and effect.

22.2 In the event that Landlord has re-leased the premises, and Tenant does not immediately surrender the Premises on the date of the expiration of the Lease Term, Tenant shall pay Landlord on the first (1st) day of each month after such expiration until the Premises have been vacated by Tenant One Hundred Fifty Percent (150%) of monthly base rent and additional rent that would have been payable pursuant to terms of the Lease if the Lease Term had continued during such holdover period.

ARTICLE XXIII

COVENANTS OF LANDLORD

23.1 Landlord covenants that it has the right to make this Lease for the term aforesaid, and that if Tenant shall pay all rent when due and punctually perform all the covenants, terms, conditions, and agreements of this Lease to be performed by Tenant, Tenant shall, during the term hereby created, freely, peaceably and quietly occupy and enjoy the full possession of the Premises without interference or hindrance by Landlord or any party claiming through or under Landlord, subject, however, to the provisions of the Lease, including but not limited to the Rules and Regulations and the provisions of Section 21.1 hereof. Tenant acknowledges and agrees that its leasehold estate in and to the Premises vests on the date this Lease is executed by Landlord.

23.2 To the extent Tenant's beneficial use of the Premises, Building, parking or access is not effected, Landlord hereby reserves to itself and its successors and assigns the following rights (all of which are hereby consented to by Tenant): (i) to change the street address and/or name of the Building and/or the arrangement and/or location of entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets, or other public parts of the Building; (ii) to erect, use and maintain pipes and conduits in and through the Premises; (iii) to grant to anyone the exclusive right to conduct any particular business or undertaking in the Building not inconsistent with Tenant's permitted use of the Premises; (iv) the exclusive right to use and/or lease the roof areas, and the sidewalks and other exterior area; (v) the right to re-subdivide any parking areas designated for Tenant's use. Landlord may exercise any or all of the foregoing rights, but only in a manner which does not result in a material disturbance or interruption of the business of Tenant or of Tenant's use or occupancy of the Premises.

ARTICLE XXIV

GENERAL PROVISIONS

24.1 Tenant acknowledges that neither Landlord nor any broker, agent or employee of Landlord has made any representations or promises with respect to the Premises or the Building except as herein expressly set forth, and no rights, privileges, easements or licenses are being acquired by Tenant except as herein expressly set forth.

24.2 Nothing contained in this Lease shall be construed as creating a partnership or joint venture of or between Landlord and Tenant, or to create any other relationship between the parties hereto other than that of landlord and tenant.

24.3 Landlord and Tenant each represent and warrant to the other that neither of them has employed or dealt with any broker, agent or finder acting on behalf of Tenant in carrying on the negotiations relating to the Lease, other than Mr. John Duffy of Summit Commercial Real Estate (“Broker”). Broker shall be paid a leasing commission by Landlord under a separate agreement between Landlord and Broker.

24.4 Tenant agrees, at any time and from time to time, upon not less than ten (10) business days prior written notice by Landlord, to execute, acknowledge before a Notary Public, and deliver to Landlord and/or the holder of each mortgage (as defined in Section 21.1) encumbering the Building, a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications); (ii) stating the dates to which the rent and any other charges hereunder have been paid by Tenant; (iii) stating whether or not, to the best knowledge of Tenant, Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and if so, specifying the nature of such default; (iv) stating the address to which notices to Tenant are to be sent; (v) stating that this Lease is subject and subordinate to all mortgages (as defined in Section 21.1) encumbering the Building; (vi) stating that Tenant has accepted the Premises and that all work thereto has been completed by Landlord; and (vii) containing such other certifications as Landlord may reasonably request. Any such statement delivered by Tenant may be relied upon by an owner of the Building or the land upon which it is situated, any prospective purchaser of the Building or such land, any mortgagee or prospective purchaser of the Building or such land or of Landlord's interest therein, or any prospective assignee of any such mortgagee. Tenant acknowledges that time is of the essence to the delivery of such statements by Tenant to Landlord and/or the holder of each mortgage (as defined in Section 21.1) encumbering the Building, and that Tenant's failure or refusal to do so may result in substantial damages to Landlord resulting from, for example, delays suffered by Landlord in obtaining financing or refinancing secured by the Building. Tenant shall be liable for all such damages suffered by Landlord.

24.5 Landlord and Tenant each hereby waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other in connection with this Lease, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage. Landlord and Tenant each hereby waives any objection to the venue of any action filed by either party in any court situated in Fairfax County, Virginia, and each party further waives any right, claim or power, under the doctrine of forum non conveniens or otherwise, to transfer any such action filed by any party in any such court to any other court.

24.6 All notices or other communications required hereunder shall be in writing and shall be deemed duly given if delivered in person (with receipt therefor), or if sent by certified or registered mail, return receipt requested, postage prepaid, to the following addresses: (i) if to Landlord, General Assets, Inc., Suite 130, 1420 Beverly Road, McLean, VA 22101, ii) if to Tenant, Neuroscience Consultants, PLC, 12007 Sunrise Valley Drive, Suite 120, Reston, VA 22191. Either party may change its address for the giving of notices by notice given in accordance with this Section.

24.7 If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

24.8 Feminine or neuter pronouns shall be substituted for those of the masculine form and the plural shall be substituted for the singular number, in any place or places herein which the context may require such substitution.

24.9 The provisions of this Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective representatives, successors and assigns, subject to the provisions hereof restricting assignment or subletting by Tenant.

24.10 This Lease contains and embodies the entire agreement of the parties hereto and supersedes all prior agreements, negotiations and discussions between the parties hereto. Any representation, inducement or agreement that is not contained in the Lease shall not be of any force or effect. This Lease may not be modified or changed in whole or in part in any manner other than by an instrument in writing duly signed by both parties hereto.

24.11 This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

24.12 Article headings are used herein for the convenience of reference and shall not be considered when construing or interpreting this Lease.

24.13 The submission of an unsigned copy of this document to Tenant for Tenant's consideration does not constitute an offer to Lease the Premises or an option to or for the Premises. This document shall become effective and binding only upon the execution and delivery of the Lease by both Landlord and Tenant.

24.14 Time is of the essence of each provision of the Lease.

24.15 This Lease is being executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

24.16 This Lease shall not be recorded except that upon request of Landlord, Tenant agrees to execute, in recordable form, a short-form memorandum of this Lease, provided that such memorandum shall not contain any of the specific rental terms set forth herein. Such memorandum may be recorded in the land records of the Commonwealth of Virginia.

24.17 Landlord reserves the right, without the consent of Tenant, to make reasonable changes and modifications to the Building, provided that such changes or modifications do not change the character of the Building as a first class office building or limit or adversely affect Tenant's ability to use the Premises,

Building, parking, or access as permitted under this Lease.

24.18 Except as otherwise provided in Section 4.3(a), any additional rent owed by Tenant to Landlord for which Tenant is liable, shall be paid by Tenant to Landlord no later than the later of (a) Thirty (30) days after the date Landlord gives written notice to Tenant of the amount of such additional rent or such cost, expense, damage or liability, or (b) the day the next monthly installment of annual base rent is due. If any payment hereunder is due after the end of the Lease Term, such additional rent or such cost, expense, damage or liability shall be paid by Tenant to Landlord not later than twenty (20) days after Landlord gives written notice to Tenant of the amount of such additional rent or such cost, expense, damage or liability.

24.19 All of Tenant's duties and obligations hereunder, including but not limited to Tenant's duties and obligations to pay monthly base rent and the cost, expense, damages and liabilities incurred by Landlord for which Tenant is liable, shall survive the expiration or termination of this Lease for any reason whatsoever.

24.20 In the event Landlord and/or Tenant is in any way delayed, interrupted or prevented from performing any of its obligations under this Lease, and such delay, interruption or prevention is due to fire, act of God, governmental act, strike, labor dispute, inability to procure materials, or any other cause beyond Landlord's and /or Tenant's reasonable control (whether similar or dissimilar), then the time for performance of the affected obligation(s) by Landlord shall be excused for the period of delay and extended for a period equivalent to the period of such delay, interruption or prevention.

ARTICLE XXV

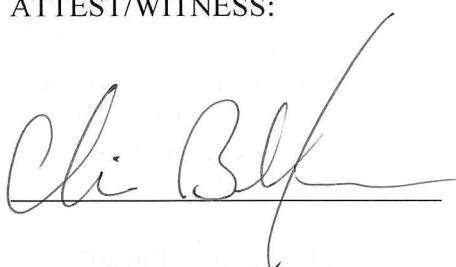
NO OPTION

25.1 The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises, and this Lease becomes effective only upon execution and delivery thereof by Landlord.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, Landlord has caused these presents to be signed and sealed and the Tenant has caused these presents to be signed and sealed by its duly authorized officer, as of the day and year first above written.

ATTEST/WITNESS:



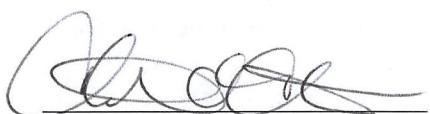
LANDLORD:
GENERAL ASSETS, INC.

By:  [Seal]

Georges Tawil, President

Date: 5.22.2018

ATTEST/WITNESS:



TENANT:
NEUROSCIENCE CONSULTANTS, PLC

By:  [Seal]

Printed Name: RUBEN CINTON MO

Title: Member (partner uc)

Date: 5/21/18

EXHIBIT B

PARKING

1. Tenants and its employees, subtenants, and agents shall be entitled to use five (5) parking spaces in the parking garage and on the deck on an unassigned basis free of charge throughout the Lease Term, and in addition Tenant's visitors shall have the right to park in the designated visitor's parking spaces at the Building free of charge throughout the Lease Term.
2. At Tenant's option, Tenant may have reserved (assigned) parking spaces. Tenant shall pay Fifty Dollars (\$50.00) per month as additional rent per month for such reserved parking spaces over the Lease Term.

Initials of:



Landlord: GENERAL ASSETS, INC.

Tenant: NEUROSCIENCE CONSULTANTS, PLC

EXHIBIT E

RULES AND REGULATIONS

This Exhibit E is attached to and made a part of the certain Lease Agreement dates as of the 14th day of May, 2018 (the "Lease"), by and between GENERAL ASSETS, INC. ("Landlord") and NEUROSCIENCE CONSULTANTS, PLC ("Tenant"). Unless the context otherwise requires, the terms used in this Exhibit that are defined in the Lease shall have the same meanings as provided in the Lease.

The following rules and regulations have been formulated for the safety and well-being of all tenants of the Building ("Tenants"). Strict adherence to these rules and regulations is necessary to guarantee that every tenant will enjoy a safe and undisturbed occupancy of its premises in the Building. Any violation of these rules and regulations by Tenant that continues for more than thirty (30) days after written notice by Landlord shall constitute a default by Tenant under the Lease. Landlord may, upon request of any tenant, waive the compliance by such tenant of any of the rules and regulations, provided that (i) no waiver shall be effective unless signed by Landlord or Landlord's authorized agent, (ii) any such waiver shall not relieve such tenant from the obligation to comply with such rule or regulation in the future unless otherwise agreed to by Landlord, (iii) no waiver granted to any tenant shall relieve any other tenant from the obligation of complying with these rules and regulations, and (iv) any such waiver by Landlord shall not relieve Tenant from any liability to Landlord for any loss or damage occasioned as a result of Tenant's failure to comply with any rule or regulation.

1. The sidewalks, entrances, passages, courts, atriums, elevators, vestibules, stairways, corridors, halls, and other parts of the Building not exclusively occupied by any tenant shall not be obstructed or encumbered by any tenant or used for any purpose other than ingress and egress to and from each tenant's premises. Landlord shall have the right to control and operate the public portions of the Building and the facilities furnished for common use of the tenants, in such manner as Landlord deems best for the benefit of the tenants generally. No tenant shall permit the visit to its premises of persons in such numbers or under such conditions as to interfere with the use and enjoyment of the entrances, corridors, elevators and other public portions or facilities of the Building by other tenants.
2. No awnings or other projections shall be attached to the outside walls of the Building without the prior written consent of Landlord. No drapes, blinds, shade or screens shall be attached to, hung in, or used in connection with any window or door or any tenant's premises, without the prior written consent of Landlord. All awnings, projections, curtains, blinds, shades, screens and other fixtures must be of a quality, type, design and color, and attached in a manner, approved by Landlord.
3. No showcases or other articles shall be placed or allowed to remain in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors or vestibules without the prior written consent of Landlord.
4. 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 debris, rubbish, rags or other substances shall be thrown therein. All damage resulting from any misuse of the fixtures shall be borne by the tenant who, or whose servants, employees, agents, visitors, customers, clients, invitees, guests, or licensees, shall have caused the same.
5. There shall be no marking, painting, drilling into or defacement of the Building or any part of any tenant's premises that is visible from any area of the Building outside such premises. Tenants shall not construct, maintain, use or operate within their respective premises any electrical device, wiring or apparatus in connection with a loud speaker system or other sound system unless approved in writing by Landlord prior to the installation thereof. No such loud speaker or sound system shall be constructed, maintained, used or operated outside of any tenant's premises.

6. No bicycles, vehicles, animals, birds or pets of any kind shall be brought into the Building or any tenant's premises. No cooking (other than in a restaurant) shall be done or permitted by any tenant on its premises, except for microwave and hot-plate cooking by such tenant's employees for their own consumption, the location and equipment of which is first approved in writing by Landlord. No tenant shall cause or permit any unusual or objectionable odors to be produced upon or permeate from its premises.

7. No space in the Building (other than that specifically leased for retail purposes) shall be used for the sale of goods in the ordinary course of business, or for the sale at auction of merchandise, goods or property of any kind. Furthermore, the use of its premises by any tenant shall not be changed without the prior written approval of Landlord. "Sale of goods in the ordinary course of business" means the sale of goods to the public at large.

8. No tenant shall make any unseemly or disturbing noises or disturb or interfere with occupants of the Building or neighboring buildings or premises of those having business with them, whether by the use of any musical instrument, radio, talking machine, whistling, singing, or in any other way. No tenant shall throw anything out of the doors or windows or down the corridors or stairs of the Building.

9. No flammable, combustible or explosive fluid, or chemical substance shall be brought into or kept in or upon the building.

10. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any tenant, nor shall any changes be made in any existing locks or the locking mechanism therein, without Landlord's prior written approval. The doors leading to the corridors or main halls shall be kept closed during the business hours except as they may be used to ingress or egress. Each tenant shall upon the termination of its tenancy, restore to the Landlord all keys of stores, offices, storage and toilet rooms either furnished to or otherwise procured by, such tenant, and in the event of the loss of any keys so furnished, such tenant shall pay to Landlord the replacement cost thereof. Tenant's key system shall be separate from that for the rest of the building.

11. Landlord reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight which violates any of these rules and regulations or the Lease.

12. No tenant shall employ any of the Landlord's employees for any purpose whatsoever without Landlord's prior written consent.

13. Landlord reserves the right to exclude from the Building at all times any person who is not known or does not properly identify himself to the Building management or watchman on duty. Landlord may, at its sole option, require all persons admitted to or leaving the Building to register. Each tenant shall be responsible for all persons for whom it authorized entry into the Building and be liable to Landlord for all acts or omissions of such person.

14. The Premises shall not, at any time, be used for lodging or sleeping or for any immoral or illegal purposes.

15. Each tenant, before closing and leaving its premises at any time, shall see that all windows are closed and all lights turned off.

16. Landlord's employees shall not perform any work or do anything outside of their regular duties, unless under special instruction from the management of the Building. The requirements of tenants will be attended to only upon application to Landlord, and any such special requirement of Tenant shall be billed to Tenant (and paid as additional rent when the next installment of rent is due) in accordance with the schedule of charges maintained by Landlord from time to time or at such charge as is agreed upon in advance by Landlord and Tenant.

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

18. There shall not be used in any space, or in the public halls of the Building, either by tenant or by jobbers or others in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and side guards. Tenant shall be responsible to Landlord for any loss or damage resulting from any deliveries made by or for Tenant to the Building.

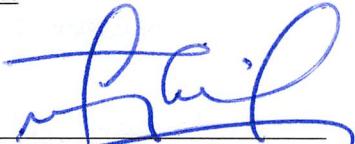
19. Mats, trash or other objects shall not be placed in the public corridors of the Building.

20. Landlord does not maintain suite finishes which are non-standard, such as kitchens, bathrooms, wallpaper, special lights, etc. However, should the need arise for repairs of items not maintained by Landlord, Landlord will arrange for the work to be done at Tenant's expense.

21. Drapes installed by Landlord for the use of Tenant or drapes installed by Tenant, which are visible from the exterior of the Building, must be cleaned by Tenant at least once a year, without notice from Landlord, at Tenant's own expense.

22. Landlord shall issue security access cards for use by individual employees of Tenant as requested by Tenant for access to the building after normal operating hours. Landlord shall provide free of charge Five (5) security access cards to Tenant, and Tenant shall pay (non-refundable) US Dollars Ninety-Five (\$95.00) per additional security access card and card replacements.

Initials of:

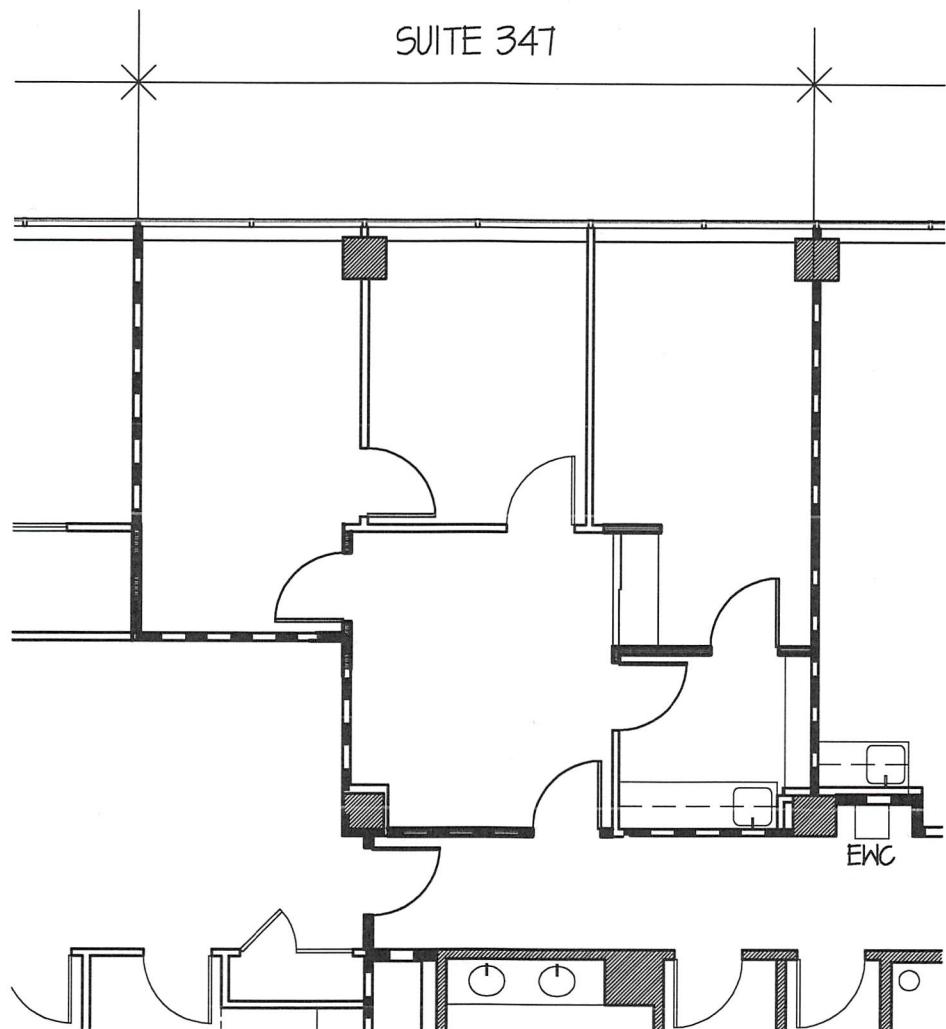


Landlord: GENERAL ASSET, INC.



Tenant: NEUROSCIENCE CONSULTANTS, LLC

EXHIBIT A



SUITE 347

PROPOSED FLOOR PLAN

SCALE: 1/8" = 1'-0"

5-21-18