

## SECOND LEASE AMENDMENT

This Second Lease Amendment (the "Second Amendment") is made and entered into as of this 20<sup>th</sup> day of July, 2010, by and between **PIEDMONT OPERATING PARTNERSHIP, LP**, a Delaware limited partnership ("Landlord") and **HYDROGEOLOGIC, INC.**, a Delaware corporation ("Tenant").

WHEREAS, Landlord and Tenant entered into a Deed of Lease dated March 14, 2007, as amended by a First Lease Amendment dated April 12, 2007 (together, the "Lease"), under which Tenant leased approximately 26,474 rentable square feet of space on the third and fourth floors (the "Original Premises") in the office building located at 11107 Sunset Hills Road, Reston, Virginia (the "Building"); and

WHEREAS, the Lease is scheduled to expire on July 31, 2019 (the "Lease Expiration Date"); and

WHEREAS, Landlord and Tenant wish, among other matters, to amend the Lease to expand the leased premises, all on the terms hereinafter contained.

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. **Expansion Premises.** Commencing on the full execution of this Second Amendment by both parties (the "Expansion Premises Commencement Date"), Landlord hereby leases to Tenant, and Tenant hereby leases and accepts from Landlord, for a term and upon the conditions hereinafter provided, approximately Four Thousand Fifty-nine (4,059) rentable square feet of space on the third (3<sup>rd</sup>) floor of the Building, as outlined on the attached **Exhibit A** (the "Expansion Premises"). As of the Expansion Premises Commencement Date, all references in the Lease to the "Premises" shall mean the Original Premises and the Expansion Premises, totaling approximately Thirty Thousand Five Hundred Thirty-three (30,533) rentable square feet of space. Landlord shall deliver the Expansion Premises to Tenant promptly after the Expansion Premises Commencement Date to begin construction of the improvements to the Expansion Premises in accordance with **Exhibit B** to this Second Amendment; provided, in no event shall Tenant, or anyone claiming through or under Tenant, commence use or occupancy of the Expansion Premises for the conduct of Tenant's business prior to November 1, 2010.

2. **Term for Expansion Premises.** The Expansion Premises Term shall commence on the Expansion Premises Commencement Date and shall expire on the Lease Expiration Date.

3. **Base Rent for the Premises.** Effective as of July 1, 2011 (the "Expansion Premises Rent Commencement Date"), Tenant shall pay Landlord Base Rent for the Expansion Premises at an initial rate of Twenty-three and 50/100 Dollars (\$23.50) per rentable square foot of space, in legal tender, at Landlord's office, an annual sum of Ninety-Five Thousand Three Hundred Eighty-six and 50/100 Dollars (\$95,386.50), payable in equal monthly sums of Seven

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Thousand Nine Hundred Forty-eight and 88/100 Dollars (\$7,948.88), in advance, promptly on the first day of each calendar month of the Expansion Premises Term after the Expansion Premises Rent Commencement Date, without notice or demand, the same being hereby waived, and without any setoff, deduction, or recoupment whatsoever.

4. **Escalation in Base Rent for Premises During Expansion Premises Term.** The Base Rent for the Expansion Premises shall be increased annually, effective on January 1<sup>st</sup> each year of the Expansion Premises Term, by an amount equal to three percent (3%) of the escalated Base Rent then in effect, payable as follows:

Months	Annual Base Rate Per Square Foot	Monthly Base Rent	Annual Base Rent
07/01/11-12/31/11	\$23.50	\$7,948.88	\$95,386.50*
01/01/12-12/31/12	\$24.21	\$8,189.03	\$98,268.39
01/01/13-12/31/13	\$24.94	\$8,435.96	\$101,231.46
01/01/14-12/31/14	\$25.69	\$8,689.64	\$104,275.71
01/01/15-12/31/15	\$26.46	\$8,950.10	\$107,401.14
01/01/16-12/31/16	\$27.25	\$9,217.31	\$110,607.75
01/01/17-12/31/17	\$28.07	\$9,494.68	\$113,936.13
01/01/18-12/31/18	\$28.91	\$9,778.81	\$117,345.69
01/01/19-07/31/19	\$29.78	\$10,073.09	\$120,877.02*

\*Annualized

The Base Rent set forth in the above schedule is for the Expansion Premises only, and is in addition to the Base Rent payable for the Original Premises.

5. **Operating Expenses for the Premises.** Tenant shall continue to pay Tenant's Proportionate Share of increased Operating Charges and Real Estate Taxes for the Original Premises in accordance with Article V of the Lease for the remainder of the Lease Term. Commencing on January 1, 2012, Tenant shall pay Tenant's Proportionate Share of increased Operating Charges and Real Estate for the Expansion Premises in accordance with Article V of the Lease, except that (i) Tenant's Proportionate Share of Operating Charges for the Expansion Premises solely shall be 4.03%; (ii) Tenant's Proportionate Share of Real Estate Taxes for the Expansion Premises solely shall be 4.03%; and (iii) the Base Year for the Expansion Premises shall be calendar year 2011.

6. **Condition of Expansion Premises.** Tenant agrees to accept the Expansion Premises in its "as-is" condition as of the Expansion Premises Commencement Date; provided, however, Tenant shall be entitled to make the improvements to the Expansion Premises in accordance with the Work Letter attached hereto as **Exhibit B**. In addition, on or before November 1, 2010, Landlord shall recarpet and repaint the elevator lobby on the third (3<sup>rd</sup>) floor of the Building to match the elevator lobby on the fourth (4<sup>th</sup>) floor of the Building.

7. **Parking.** Tenant shall be entitled to thirteen (13) additional unreserved parking permits free of charge during the Expansion Premises Term, to be used in accordance with the provisions of Article XXIV of the Lease.

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8. **Security Deposit.** Landlord shall continue to hold the Security Deposit as stated in the Lease.

9. **Brokers.** Tenant warrants that it has had no dealings with any agent or broker in connection with the negotiation or execution of this Second Amendment, other than Transwestern Commercial Services, Landlord's agent, and Newmark Knight Frank, Tenant's agent. Tenant agrees to indemnify Landlord against all costs, expenses, attorney's fees or other liability for commissions or other compensation or charges claimed by any other broker or agent claiming the same by, through or under Tenant.

10. **Defined Terms.** Except as otherwise expressly provided herein, all defined terms shall have the same meaning as provided in the Lease.

11. **Headings.** Headings contained in this Second Amendment are for convenience only and are not substantive to the provisions of this Second Amendment.

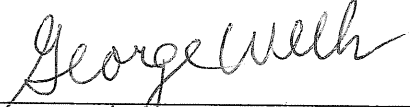
12. **Lease Terms Ratified.** Except as otherwise expressly provided herein, and unless inconsistent with the terms hereof, all other terms, conditions and covenants of the Lease are hereby ratified and confirmed and shall apply to the Expansion Premises during the Expansion Premises Term. Tenant certifies to Landlord that the Lease is in full force and effect, that Landlord is not in default or breach of any of Landlord's obligations under the Lease, and that Tenant is unaware of any condition or circumstance which, but for the passage of time or delivery of notice, would constitute a Landlord default under the Lease.

IN WITNESS WHEREOF, the parties have executed this Second Amendment by affixing their hands and seals as of the date noted above.

LANDLORD:

**PIEDMONT OPERATING PARTNERSHIP, LP,**  
a Delaware limited partnership

By: Piedmont Office Realty Trust, Inc., a Maryland  
corporation, its sole General Partner

By:   
Name: George M. Wells  
Title: Senior Vice President

TENANT:

**HYDROGEOLOGIC, INC.**, a Delaware corporation

By: Bruce D. Rappaport  
Name: Bruce D. Rappaport  
Its: Vice President

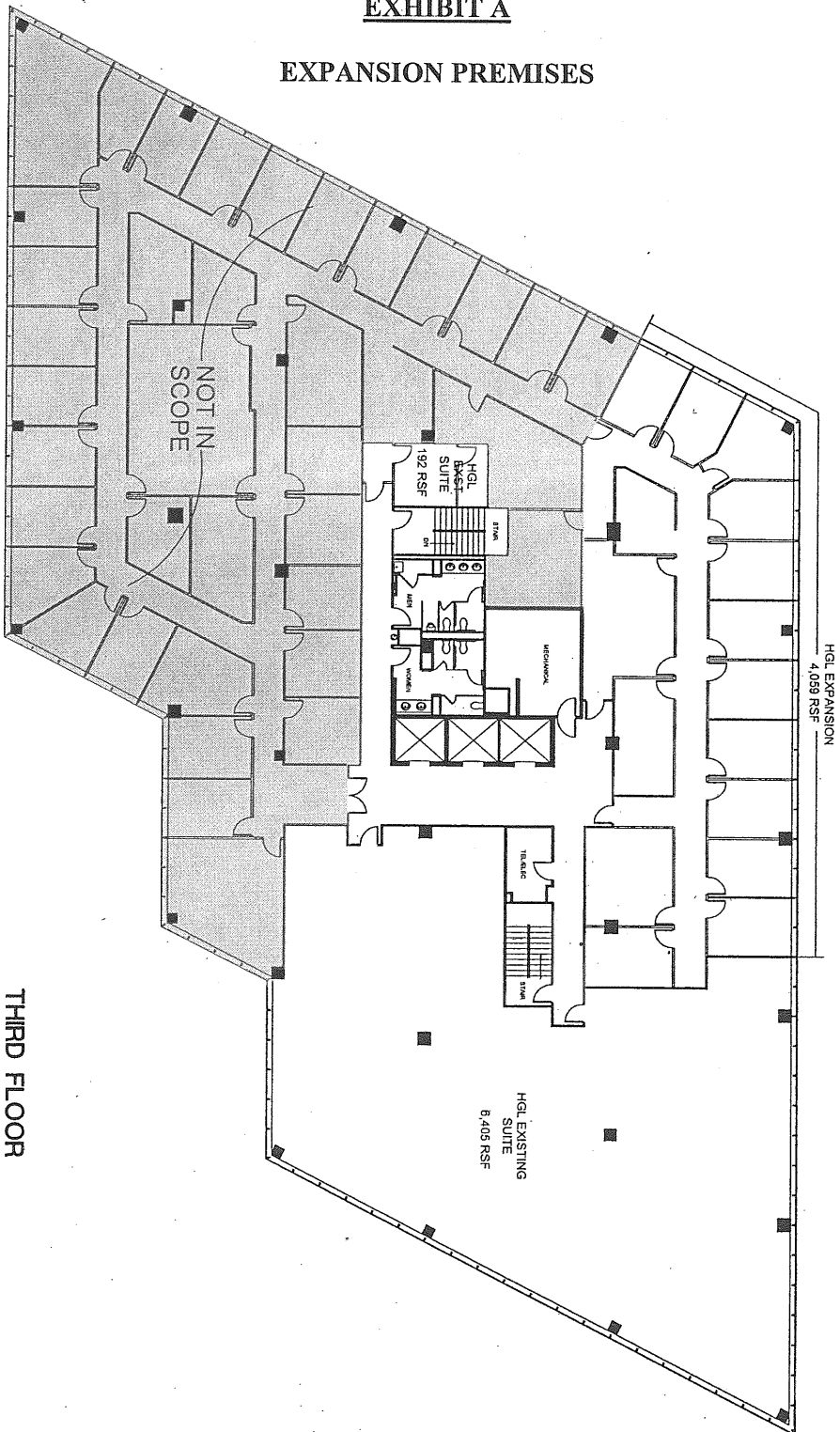
11107 SUNSET HILLS ROAD, RESTON, VIRGINIA

HydroGeologic, Inc. Expansion

4,059 RSF

**EXHIBIT A**

**EXPANSION PREMISES**



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Hills Road\Sheets\VB-03 Third Floor Tenant  
Blocking.dwg

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/ Third Floor  
/ Blocking  
/ 05.07.10

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## EXHIBIT B

### WORK LETTER

1. Tenant's Authorized Representative. Tenant designates Bruce Rappaport ("Tenant's Authorized Representative") as the person authorized to represent Tenant in issues related to this Exhibit.

2. Tenant's Work. Landlord shall not have any obligation whatsoever with respect to the finishing of the Expansion Premises for Tenant's use and occupancy, and the Expansion Premises shall be delivered containing no improvements or property of any kind. Any connections to pipes, ducts and conduits for the mechanical, electrical and plumbing systems in the Building shall be made by Tenant, at Tenant's sole cost and expense. All of the work to be performed in initially finishing and completing the Expansion Premises (collectively, "Tenant's Work") shall be performed by Tenant pursuant to this Exhibit B and Article IX (and all other applicable provisions including insurance, damage and indemnification provisions) of the Lease and such work shall be deemed to be Alterations for all purposes of the Lease; provided, however, that all such work involving structural, electrical, mechanical, glass/glazing, fire protection or plumbing work, the heating ventilation and air conditioning system of the Building, and the roof of the Building shall, at Landlord's election, be performed by Landlord's designated contractor or subcontractor at Tenant's expense (provided the cost therefor is reasonable and competitive). If Landlord elects not to so perform such work, then Landlord shall be paid a reasonable hourly fee for each hour (or portion thereof) Landlord or its designee spends in supervising such construction work. Landlord shall provide no Building standard items to the Expansion Premises. Tenant's taking of possession of the Expansion Premises shall constitute Tenant's acknowledgment that the Expansion Premises are in good condition and that all obligations of Landlord have been fully satisfied. Tenant acknowledges that Tenant's Work is being accomplished for its own account, Landlord having no responsibility or obligation in respect thereof.

3. Costs.

(a) Tenant shall pay all expenses for construction of the improvements to the Expansion Premises, including a construction oversight fee in the amount of one percent (1%) of the total hard/construction cost of the initial buildout. Any services provided by Landlord's architect or engineer, and for which Tenant gave prior approval, shall be paid for by Tenant within twenty (20) days after Tenant's receipt of a bill therefor. Upon request, Tenant shall execute a separate agreement between Tenant and such architect or engineer with respect to such services. All amounts payable by Tenant to Landlord pursuant to this Exhibit shall be considered additional rent subject to the provisions of the Lease.

(b) Landlord shall provide Tenant an allowance (the "Improvements Allowance") equal to the product of Twenty-five and 00/100 Dollars (\$25.00) multiplied by the number of square feet of rentable area in the Expansion Premises (i.e., \$101,475.00), of which up to Eight and 00/100 Dollars (\$8.00) per square foot (\$32,472.00) may be used for Tenant's soft costs, furniture fixtures and equipment and abatement of Base Rent. The Improvements Allowance is provided in order to help Tenant finance the cost of Tenant's Work. The Improvements Allowance shall be available to Tenant in monthly installments upon timely

submission of Tenant's statement with all required lien waivers and certificates as provided below as construction of the improvements to the Premises progresses and Tenant incurs expenses toward which the Improvements Allowance may be applied. Disbursement shall be made from the Improvements Allowance on or before thirty (30) days after Landlord receives Tenant's complete and correct statements with all required supporting documentation. Upon written request of Tenant, Landlord shall reimburse Tenant for reasonable expenses incurred by Tenant in constructing such tenant improvements to the extent of the Improvements Allowance, provided: (A) such request is accompanied by a copy of the invoice for such expenses marked "paid"; (B) copies of all contracts, bills, vouchers, change orders and other information relating to the expenses for which reimbursement is being sought as may be requested by Landlord shall be made available to Landlord by Tenant; (C) the work and materials for which payment is requested are in complete accordance with the final working drawings approved by Landlord; (D) the work for which payment is requested has been performed both by a contractor and in accordance with a construction contract reasonably approved by Landlord; and (E) the work and materials for which payment is requested have been physically incorporated into the Expansion Premises, free of any security interest, lien or encumbrance fully in accordance with Article IX of the Lease. Notwithstanding anything above to the contrary, upon advance notice to Tenant and after obtaining Tenant's consent, not to be unreasonably withheld, conditioned or delayed, Landlord shall have the right to apply portions of the Improvements Allowance against reasonable costs and expenses incurred by Landlord in reviewing, approving and inspecting such improvements and any proposed working drawings, including any engineering expenses incurred by Landlord, and Landlord shall not be required to reimburse Tenant for any invoice received after June 1, 2011. Tenant shall not be entitled to any credit, cash or otherwise, for any unused portion of the Improvements Allowance.

4. Schedule. If any plans and drawings are prepared by Landlord's architect or engineer, such plans and drawings will be prepared on Tenant's behalf and Tenant shall be solely responsible for the timely completion of all plans and drawings and for their compliance with all Laws. Tenant shall submit to Landlord a space plan approved by both Landlord and Tenant (the "Approved Space Plan") on or before July 31, 2010. Tenant shall submit to Landlord Final (i.e., approved by both Landlord and Tenant) Construction Drawings (the architectural, mechanical and engineering working drawings that define the total scope of work to be performed by Tenant in sufficient detail to secure required permits from the local jurisdiction and that include, without limitation: key plan; all legends and schedules; construction plan; reflected ceiling plan; telephone and electrical outlet location plan; finish plan; and all architectural details, elevations and specifications necessary to construct the Expansion Premises) on or before September 1, 2010. The deadlines specified in this Paragraph shall apply whether plans and drawings are prepared by Landlord's architect or engineer or an architect or engineer selected by Tenant. All deadlines must be met in order to allow Landlord sufficient time to review plans and drawings and discuss with Tenant any changes thereto which Landlord believes to be necessary or desirable. The parties intend for each such deadline to be the applicable deadline, even if any such deadline is before the date the Second Lease Amendment is executed.

5. Approval. All plans and drawings (and changes thereto) shall be subject to Landlord's written approval, which approval may be withheld or granted in Landlord's sole and absolute discretion with respect to plans and drawings related to structural Alterations (as set forth in Article IX of the Lease) and those non-structural Alterations which are visible from the

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exterior of the Expansion Premises or for which a building permit is required, which approval shall not be unreasonably withheld, conditioned or delayed with respect to plans and drawings related to all other non-structural Alterations. Such approval shall not constitute either (a) approval of any delay caused by Tenant or a waiver of any right or remedy that may arise as a result of such delay, or (b) Landlord's representation that such approved plans, drawings or changes comply with all Laws. Any deficiency in design or construction, although same had prior approval of Landlord, shall be solely the responsibility of Tenant. All materials and equipment furnished by Tenant shall be new or like-new and all work shall be done in a first-class workmanlike manner.

6. General Requirements.

(a) Tenant construction shall proceed only on the basis of the Final Construction Drawings. Changes that occur during actual construction that differ from same shall require alterations at Tenant's expense to restore compliance with the Final Construction Drawings. No drawings are considered "approved" unless they bear Landlord's signature of approval. Upon advance notice to Tenant and after obtaining Tenant's consent, not to be unreasonably withheld, conditioned or delayed, Tenant will be responsible for paying for Landlord's review of documents based on the actual out-of-pocket costs paid by Landlord to third parties.

(b) Landlord shall have no obligation or responsibility to Tenant in respect of minor deviations in the actual dimensions of the Expansion Premises. Tenant shall have the affirmative obligation to conduct an on-site verification of all measurements and dimensions prior to letting any contracts for the performance of Tenant's Work and prior to ordering the fabrication of any trade fixtures.

(c) Upon Landlord's approval of the Final Construction Drawings, Tenant shall submit the following to Landlord:

1. Names of general contractor (including main office name, address, phone and fax, and, as soon as it becomes available, project manager name, direct phone, fax, cell phone and email address, superintendent and field supervisor name, direct phone, job phone, cell phone, fax and email address) and all subcontractors (with full contact information for office and field supervision as listed above for general contractor), all of which shall be subject to Landlord's approval;

2. Proof of financial ability;

3. Contractor's/subcontractors' bond;

4. Tenant/contractor insurance coverage;

5. Payment for Tenant's Work to be performed by Landlord at Tenant's expense, if any

6. Copy of building permit(s);

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7. Completion schedule from Tenant's contractor;
8. Proof of utility application/deposit to Landlord; and
9. Written acknowledgment by Tenant and its contractor that the Rules and Procedures for Contractors attached as Exhibit B-1 to the Lease shall be adhered to during the performance of Tenant's Work.

7. Time for Commencement and Completion of Tenant's Work. Tenant will commence construction of Tenant's Work at a time and in a manner which will not interfere with Landlord's improvements to the third floor common areas, and will perform and complete Tenant's Work in compliance with such rules and regulations as Landlord and its architect and contractor, or contractors, may reasonably make.

8. Non-Interference. Any construction or other work that produces excessive noise or otherwise interferes with other tenants of the Building shall be performed at times other than Building Hours. Landlord may stop any construction or other work that unreasonably interferes with the activities of other tenants of the Building during Building Hours.

9. Obligations of Tenant Before Expansion Premises Term Begins. Tenant shall perform promptly such of its monetary and other obligations contained in this Exhibit and the Lease, as amended by the Second Amendment, as are to be performed by it whether the same accrue before or after the Expansion Premises Commencement Date.

10. Completion of Tenant's Work. At such time as Tenant's Work shall be completed, Tenant, at its sole cost and expense and without cost to Landlord shall:

(a) Furnish evidence satisfactory to Landlord that all of Tenant's Work has been completed and paid for in full (and such work has been accepted by Landlord), that any and all liens therefor that have been or might be filed have been discharged of record (by payment, bond, order of a court of competent jurisdiction or otherwise) or waived, and that no security interests relating thereto are outstanding;

(b) Reimburse Landlord for the cost of any Tenant's Work done for Tenant by Landlord;

(c) Furnish to Landlord all certifications and approvals with respect to Tenant's Work that may be required from any governmental authority and any board of fire underwriters or similar body for the use and occupancy of the Expansion Premises;

(d) Furnish Landlord with two (2) sets of complete "as built" drawings (including, but not limited to, mechanical, electrical, plumbing, fire-protection, fire-alarm and architectural as-built drawings) and CADD files of the Expansion Premises;

(e) Furnish to Landlord the insurance required by Article XIII of the Lease;

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(f) Furnish a statement from Tenant's architect certifying that all work performed in the Expansion Premises is in accordance with the Construction Drawings approved by Landlord;

(g) Furnish all guaranties and/or warranties in accordance with this Exhibit; and

(h) Furnish a certified HVAC Test and Balance Report (reasonably satisfactory to Landlord).

11. Work Standards. All of Tenant's Work shall be done and installed in compliance with all Laws and with the overall design and construction standards of the Building.

12. Permits. As expeditiously as possible, Tenant shall file all applications, plans and specifications, pay all fees and obtain all permits, certificates and other approvals required by the jurisdiction in which the Building is located and any other authorities having jurisdiction in connection with the commencement and completion of Tenant's Work, and diligently and in good faith pursue same so that all permits and approvals are issued as soon as practicable. If minor modifications are at any time required by government authorities to any such plans or specifications, then Tenant shall make such modifications. Tenant shall permit Landlord to assist Tenant in obtaining all such permits and other items at no additional cost. Tenant shall obtain a Non-Residential Use and Occupancy Permit (or its equivalent) and all other approvals required for Tenant to use and occupy the Expansion Premises and to open for business to the public. Copies of all building permits/occupancy permits are to be forwarded to Landlord.

13. Contractor Insurance. Tenant's contractors and subcontractors shall be required to provide, in addition to the insurance required of Tenant pursuant to Article XIII of the Lease, the following types of insurance:

(a) Builder's Risk Insurance. At all times during the period between the commencement of construction of Tenant's Work and the date (the "Opening Date") on which Tenant opens the Expansion Premises for business with the public with a valid certificate of occupancy (or use and occupancy permit, as applicable) in place, Tenant shall maintain, or cause to be maintained, casualty insurance in Builder's Risk Form covering Landlord, Landlord's architects, Landlord's contractor or subcontractors, Tenant and Tenant's contractors, as their interest may appear, against loss or damage by fire, vandalism, and malicious mischief and other such risks as are customarily covered by the so-called "broad form extended coverage endorsement" upon all Tenant's Work in place and all materials stored at the site of Tenant's Work, and all materials, equipment, supplies and temporary structures of all kinds incident to Tenant's Work and builder's machinery, tools and equipment, all while forming a part of, or on the Expansion Premises, or when adjacent thereto, while on drives, sidewalks, streets or alleys, all on a completed value basis for the full insurable value at all times. Said Builder's Risk Insurance shall contain an express waiver of any right of subrogation by the insurer against Landlord, its agents, employees and contractors.

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(b) Worker's Compensation. At all times during the period of construction of Tenant's Work, Tenant's contractors and subcontractors shall maintain in effect statutory worker's compensation as required by the jurisdiction in which the Building is located.

14. Contractor Liability. Tenant assumes the responsibility and liability for any and all injuries or death of any or all persons, including Tenant's contractors and subcontractors, and their respective employees, and for any and all damages to property caused by, or resulting from or arising out of any act or omission on the part of Tenant. Tenant's contractors or subcontractors or their respective employees, in the prosecution of Tenant's Work, and with respect to such work, agree to indemnify and save free and harmless Landlord from and against all losses and/or expenses, including reasonable legal fees and expenses which they may suffer or pay as the result of any damage to the Building or claims or lawsuits due to, because of, or arising out of any and all such injuries or death and/or damage, whether real or alleged; and Tenant and Tenant's contractors and/or subcontractors or their respective insurance companies shall assume and defend at their own expense all such claims or lawsuits. Tenant agrees to insure this assumed liability in its policy of Broad Form Commercial General Liability insurance and the certificate of insurance or copy of the policy that Tenant will present to Landlord shall so indicate such contractual coverage.

15. Coordination. Tenant shall schedule and coordinate with Landlord the construction of Tenant's Work (and the means and times of access to and from the Expansion Premises by Tenant and Tenant's contractors, subcontractors, deliverymen and agents) so as not to interfere with the normal operations of the Building or the operations of or construction for other tenants in the Building and Landlord shall do the same as it relates to the coordination of other tenant work. All use of elevators is subject to scheduling by Landlord and governmental restrictions. Tenant shall not be charged for the use such elevators or the loading docks at the Building during the construction of Tenant's Work.

16. Roof. Landlord retains the sole right to disallow any and all roof penetrations by Tenant and roof installation of equipment and/or structures by Tenant, except as otherwise provided in the Lease.

17. Loads. No item shall be mounted on or hung from the interior or exterior of the Building by Tenant without Landlord's prior written approval, and in accordance with Article XXIX. If Tenant desires to mount or hang anything, Tenant shall notify Landlord of the loads involved and shall pay all costs involved.

18. Ducts. Tenant shall permit Landlord or its agent to install, maintain, repair and replace in the ceiling space and/or under the concrete slab, adjacent to demising partitions and free standing columns, electrical, water or other lines and/or ducts that may be required to serve the Common Areas or others in the Building.

19. Contractor Responsibilities. It shall be Tenant's responsibility to cause each of Tenant's contractors and subcontractors to:

(a) Maintain continuous protection of any premises adjacent to the Expansion Premises in such a manner (including the use of lights, guardrails, barricades and dust-proof

partitions where required) as to prevent any damage to adjacent premises by reason of the performance of Tenant's Work.

(b) Secure all parts of Tenant's Work against accident, storm, and any other hazard. However, no barricades or other protective device shall extend more than two (2) feet beyond the Expansion Premises. In addition to the foregoing, Tenant's barricade or other protective device shall be attractive in appearance, shall extend across the frontage and full height of the Expansion Premises and shall be of materials approved by Landlord. Such partition shall not interfere with Landlord's completion of Common Areas of the Building.

(c) If Tenant's construction is not complete so that the public is protected, Landlord at its sole discretion may require Tenant to shield the Expansion Premises from the public view, or Landlord may erect a temporary barrier across the open Premises and charge Tenant one hundred dollars (\$100) per linear foot of barrier.

(d) Comply strictly with the Rules and Regulations and Procedures set forth in Exhibit B-I to the Lease ("Rules and Procedures for Contractors"), and Tenant agrees to be responsible for any violations thereof.

(e) Remove and dispose of, at Tenant's sole cost and expense, at least daily and more frequently as Landlord may direct, all debris and rubbish caused by or resulting from Tenant's Work, and upon completion, to remove all temporary structures, surplus materials, debris and rubbish of whatever kind remaining on any part of the Building or in proximity thereto which was brought in or created in the performance of Tenant's Work (including stocking refuse). If at any time Tenant's contractors and subcontractors shall neglect, refuse or fail to remove any debris, rubbish, surplus materials, or temporary structures, Landlord at its sole option may remove the same at Tenant's expense without prior notice.

(f) Use only the Expansion Premises for the performance of Tenant's Work. Entry into areas unrelated to the performance of Tenant's Work is prohibited.

(g) Guarantee that the work done by it will be free from any defects in workmanship and materials for a period of not less than one (1) year from the date of completion thereof. Tenant shall also require that any such contractors and subcontractors shall be responsible for the replacement or repair without charge for any and all work done or furnished by or through such contractors or subcontractors which becomes defective within one (1) year after completion. Replacement or repair of such work shall include, without charge, all expenses and damages in connection with such removal, replacement, or repair of all or any part of such work, or any part of the Building which may have been damaged or disturbed thereby. All warranties or guarantees as to materials or workmanship or with respect to Tenant's Work shall be contained in the contract or subcontract, which shall provide that said guarantees or warranties shall inure to the benefit of both Landlord and Tenant and be directly enforceable by either of them. Tenant covenants to give to Landlord any assignment or other assurance necessary to effect such right of direct enforcement.

20. Utilities. In connection with utility service to the Expansion Premises, all applications, deposits, installation charges and arrangement for the same (except those provided

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by Landlord) shall be the sole responsibility of Tenant. From and after the Expansion Premises Commencement Date, all utility charges for the Expansion Premises shall be paid pursuant to the terms of the Lease.

Initials of:

Landlord:

Tenant:

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