

DEED OF LEASE

BY AND BETWEEN

WELLS OPERATING PARTNERSHIP, L.P.

AND

HYDROGEOLOGIC, INC.

11107 SUNSET HILLS ROAD

RESTON, VIRGINIA



 Bon

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RIDER 1 - General Definitions

EXHIBIT A — Plan Showing Premises
EXHIBIT B — Work Agreement
EXHIBIT C — Rules and Regulations
EXHIBIT D — Certificate Affirming the Lease and Rent Commencement Dates
EXHIBIT E --- Cleaning Specifications

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DEED OF LEASE

THIS DEED OF LEASE (this "Lease") is dated as of the 14th day of March, 2007, by and between Wells Operating Partnership, L.P. a Delaware limited partnership ("Landlord"), and HydroGeoLogic, Inc., a Delaware corporation ("Tenant").

ARTICLE I SPECIAL DEFINITIONS

1.1 **Anticipated Delivery Date:** Upon full execution of this Lease by both parties.

1.2 **Base Rent:** the annual amount payable as set forth in the following table:

<u>Lease Year</u>	<u>Monthly Installment</u>	<u>Annual Installment*</u>
1	\$59,267.92	\$711,215.00
2	\$61,045.95	\$732,551.45
3	\$62,877.33	\$754,527.99
4	\$64,763.65	\$777,163.83
5	\$66,706.56	\$800,478.75
6	\$68,707.76	\$824,493.11
7	\$70,768.99	\$849,227.90
8	\$72,892.06	\$874,704.74
9	\$75,078.82	\$900,945.88
10	\$77,331.19	\$927,974.27
11	\$79,651.12	\$955,813.49
12	\$82,040.66	\$984,487.89

*Based on twelve (12) full calendar months.

1.3 **Base Rent Annual Escalation Percentage:** Three percent (3%).

1.4 **Broker(s):** Jones Lang LaSalle ("Landlord's Broker"); and Newmark of Washington DC, LLC ("Tenant's Broker").

1.5 **Building:** a six (6) story building deemed to contain One Hundred One Thousand Two Hundred Thirty (101,230) square feet of total rentable area ("Total Area"), located at 11107 Sunset Hills Road, Reston, Virginia.

1.6 **Building Hours:** 8:00 a.m. to 6:00 p.m. Monday through Friday (excluding Holidays) and 9:00 a.m. to 1:00 p.m. on Saturday (excluding Holidays).

1.7 **Expiration Date:** 11:59 p.m. (local time at the Building) on the last day of the twelfth (12th) Lease Year.

1.8 **Guarantor(s):** Not applicable

1.9 **Holidays:** New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day and any additional holidays commonly recognized by the U.S. Federal Government.

1.10 **Improvements Allowance:** the product of Twenty Five and 00/100 Dollars (\$25.00) multiplied by the rentable area of the Premises.

1.11 **Landlord Notice Address:** c/o Wells Management, Inc., 6200 The Corners Parkway, Suite 250, Norcross, Georgia 30092-2295, Attention: Asset Manager of East Region; with a copy to Wells Capital, Inc., 6200 The Corners Parkway, Suite 250, Norcross, Georgia 30092-2295, Attention: Asset Manager – East Region.

1.12 **Landlord Payment Address:** Wells Operating Partnership, LP, 14363 Collection Center Drive, Chicago, IL 60693.

1.13 **Lease Commencement Date:** 12:01 a.m. (local time at the Building) on the earlier of: (a) July 1, 2007, or (b) the date on which Tenant commences business operations in the Premises.

Notwithstanding the foregoing, and provided that Tenant produces sufficient evidence that (y) it has complied with each deadline set forth in Exhibit B, paragraph 4; and (z) it is required to pay a holdover penalty for the month of July, 2007, in the event that Lease Commencement Date occurs after July 1, 2007, Landlord agrees to provide Tenant a rent credit in the amount of \$18,000.00 to be applied towards September, 2007 Base Rent.

1.14 **Lease Term:** One hundred forty-four (144) months, subject to Section 3.1.

1.15 **Move-In Period:** Not applicable.

1.16 **Operating Charges Base Year:** calendar year 2007.

1.17 **Outside Delivery Date:** Not applicable.

1.18 **Parking Charge:** None for all reserved spaces; and none for unreserved spaces during the initial Lease Term.

1.19 **Permit Allotment:** Eight-eight (88) monthly parking permits (based on three and two-tenths (3.2) permits for each 1,000 square feet of rentable area in the Premises), four of which shall be reserved.

1.20 **Premises:** deemed to contain Twenty-seven Thousand Six Hundred Twenty (27,620) square feet of rentable area comprising the entire fourth (4th) and a portion of the third (3rd) floors of the Building, as more particularly designated on Exhibit A. Notwithstanding the foregoing, Tenant shall have the right, within ten (10) business days of the date of final execution of this Lease by Tenant, to notify Landlord that it intends to reduce the square feet of rentable area of the Premises by no more than five percent (5%). In such event the parties shall promptly thereafter execute an Amendment incorporating the new rentable square footage, as well as all calculations which are affected thereby. If Tenant fails to timely deliver such notice to Landlord, the foregoing specified square feet of rentable area shall be deemed conclusive for all purposes hereunder.

1.21 **Real Estate Taxes Base Year:** calendar year 2007.

1.22 **Rent Commencement Date:** September 1, 2007.

1.23 **Retail Area:** N/A.

1.24 **Security Deposit Amount:** One Hundred Seventy-seven Thousand Eight Hundred Three and 76/100 dollars (\$177,803.76).

1.25 **Tenant Notice Address:** 1155 Herndon Parkway, Suite 900, Herndon, VA 20170, Attn: Bruce Rappaport, until Tenant has commenced beneficial use of the Premises; and at the Premises, Attn: Bruce Rappaport, after Tenant has commenced beneficial use of the Premises.

1.26 **Tenant's Proportionate Share:** 27.28% for Operating Charges; and 27.28% for Real Estate Taxes.

ARTICLE II PREMISES

2.1 Tenant leases the Premises from Landlord for the term and upon the conditions and covenants set forth in this Lease. Except as may otherwise be expressly provided in this Lease, the lease of the Premises does not include the right to use the roof, mechanical rooms, electrical closets, janitorial closets, telephone rooms, parking areas or non-common or non-public areas of any portion of the Building, whether or not any such areas are located within the Premises. However, Tenant shall have the non-exclusive right to use: (1) the plenums, risers, electrical closets, telephone rooms, ducts or pipes on or serving the floor on which the Premises are located (other than those installed for another tenant's exclusive use and provided Tenant shall have such utilization in no greater proportion than the ratio by which the square feet of rentable area in the Premises compares to the square feet of rentable area in the Building) in accordance with plans and specifications to be approved by Landlord in its reasonable discretion; (2) the Parking Facility in accordance with Article XXIV; and (3) any mechanical rooms, electrical closets and telephone rooms located within the Premises, for the purpose for which they were intended, but only with Landlord's prior consent, which consent shall not be unreasonably withheld or delayed (except to the extent that such rooms and closets contain no system, wiring or other item related to either the Building Structure and Systems or to a structure or system of any tenant or occupant other than Tenant, in which case no such prior consent of Landlord shall be required for use by Tenant's on-site, properly licensed and trained technicians) and strictly in accordance with Landlord's rules, regulations and requirements in connection therewith.

ARTICLE III

TERM

3.1 All of the provisions of this Lease shall be in full force and effect from and after the date first above written. The Lease Term shall commence on the Lease Commencement Date and expire at 11:59 P.M. on the Lease Expiration Date. If the Lease Commencement Date is not the first day of a month, then the Lease Term shall be the period set forth in Section 1.14 plus the partial month in which the Lease Commencement Date occurs. The Lease Term shall also include any properly exercised renewal or extension of the term of this Lease.

3.2 Promptly after the Lease Commencement Date is ascertained, Landlord and Tenant shall execute the certificate attached to this Lease as Exhibit D. Failure to execute said certificate shall not affect the commencement or expiration of the Lease Term.

3.3 It is presently anticipated that the Premises will be delivered to Tenant on or about the Anticipated Delivery Date; provided, however, that if Landlord does not deliver possession of the Premises by such date, Landlord shall not have any liability whatsoever, and this Lease shall not be rendered void or voidable, as a result thereof.

ARTICLE IV

BASE RENT

4.1 From and after the Rent Commencement Date, Tenant shall pay the Base Rent in equal monthly installments in advance on the first day of each month during a Lease Year.

4.2 Concurrently with Tenant's execution of this Lease, Tenant shall pay an amount equal to one (1) monthly installment of the Base Rent payable during the first Lease Year, which amount shall be credited toward the monthly installment of Base Rent payable for the first full calendar month of the Lease Term following the Rent Commencement Date. If the Rent Commencement Date is not the first day of a month, then the Base 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 installment of the Base Rent payable during the first Lease Year, and Tenant shall pay such prorated installment of the Base Rent on the Rent Commencement Date.

4.3 All sums payable by Tenant under this Lease shall be paid to Landlord in legal tender of the United States, without setoff, deduction or demand, at the Landlord Payment Address, or to such other party or such other address as Landlord may designate in writing, with reasonable notice to Tenant. Landlord's acceptance of rent after it shall have become due and payable shall not excuse a delay upon any subsequent occasion or constitute a waiver of any of Landlord's rights hereunder. If any sum payable by Tenant under this Lease is paid by check which is returned due to insufficient funds, stop payment order, or otherwise, then: (a) such event shall be treated as a failure to pay such sum when due; and (b) in addition to all other rights and remedies of Landlord hereunder, Landlord shall be entitled (i) to impose a returned check charge of Fifty Dollars (\$50.00) to cover Landlord's administrative expenses and overhead for processing, and (ii) to require that all future payments be remitted by money order, or cashier's or certified check.

4.4 Landlord and Tenant agree that no rental or other payment for the use or occupancy of the Premises is or shall be based in whole or in part on the net income or profits derived by any person or entity from the Building or the Premises. Tenant will not enter into any sublease, license, concession or other agreement for any use or occupancy of the Premises which provides for a rental or other payment for such use or occupancy based in whole or in part on the net income or profits derived by any person or entity from the Premises so leased, used or occupied. Nothing in the foregoing sentence, however, shall be construed as permitting or constituting Landlord's approval of any sublease, license, concession, or other use or occupancy agreement not otherwise approved by Landlord in accordance with the provisions of Article VII.

ARTICLE V

OPERATING CHARGES AND REAL ESTATE TAXES

5.1 For purposes of this Article V, the term "Building" shall be deemed to include the Land, the roof of the Building and any physical extensions therefrom, any driveways, sidewalks, landscaping, alleys and parking facilities in the Building or on the Land, and all other areas, facilities, improvements and appurtenances relating to any of the foregoing. If the Building is operated as part of a complex of buildings or in conjunction with other buildings or parcels of land, Landlord shall prorate the common expenses and costs with respect to each such building or parcel of land in its sole but reasonable judgment (i.e., 31% is allocated to 11109 Sunset Hills Road and 69% is allocated to the Building).

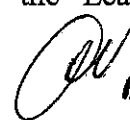
5.2 (a) From and after the commencement of the second Lease Year, Tenant shall pay as additional rent Tenant's Proportionate Share of the amount by which Operating Charges for each calendar year falling entirely or partly within the Lease Term exceed the Operating Charges Base Amount. Tenant's Proportionate Share with respect to Operating Charges set forth in Article I has been calculated to be that percentage which is equal to a fraction, the numerator of which is the number of square feet of rentable area in the Premises as set forth in Section 1.20, and the denominator of which is the number of square feet of Total Area in the Building.

(b) If the average occupancy rate for the Building during any calendar year (including the Operating Charges Base Year) is less than one hundred percent (100%), or if any tenant is separately paying for (or does not require) electricity, janitorial or other utilities or services furnished to its premises, then Landlord shall include in Operating Charges, for such year (including the Operating Charges Base Year) all additional expenses, as reasonably estimated by Landlord, which would have been incurred during such year if such average occupancy rate had been one hundred percent (100%) and if Landlord paid for such utilities or services furnished to such premises.

(c) Tenant shall make estimated monthly payments to Landlord on account of the amount by which Operating Charges that are expected to be incurred during each calendar year (or portion thereof) would exceed the Operating Charges Base Amount. Commencing on the anniversary of the Rent Commencement Date, and thereafter at the beginning of each calendar year after the Lease Commencement Date, Landlord shall submit a reasonably detailed written statement setting forth Landlord's reasonable estimate of such excess and Tenant's Proportionate Share thereof. Tenant shall pay to Landlord on the first day of each month following receipt of such statement, until Tenant's receipt of the succeeding annual statement, an amount equal to one-twelfth (1/12) of each such share (estimated on an annual basis without proration pursuant to Section 5.4). Not more than twice during any calendar year, Landlord may revise Landlord's estimate and adjust Tenant's monthly payments to reflect Landlord's revised estimate. Within one hundred twenty (120) days after the end of each calendar year, or as soon thereafter as is feasible, Landlord shall submit a detailed Reconciliation Statement for Operating Charges. If such Reconciliation Statement indicates that the aggregate amount of such estimated payments exceeds Tenant's actual liability, then Landlord shall credit the net overpayment toward Tenant's next installment(s) of rent due under this Lease, or, if the Lease Term has expired or will expire before such credit can be fully applied, or if Tenant is not otherwise liable to Landlord for further payment, Landlord shall reimburse Tenant for the amount of such overpayment within thirty (30) days. If such statement indicates that Tenant's actual liability exceeds the aggregate amount of such estimated payments, then Tenant shall pay the amount of such excess as additional rent within thirty (30) days. If Tenant disputes any item in the Reconciliation Statement, Tenant shall provide Landlord notice within sixty (60) days after its receipt of such Reconciliation Statement. Tenant shall then have the right to audit such Reconciliation Statement as follows: The Landlord shall keep full and complete records of Operating Charges for two (2) years following the end of each period. After receiving each statement of the Tenant's Proportionate Share of increased Operating Charges, Tenant, or an independent, certified public accountant who is hired by Tenant on a non-contingent fee basis and who is reasonably acceptable to Landlord, shall have the right, during regular business hours and after giving at least ten (10) days' advance written notice to Landlord, to inspect and complete an audit of Landlord's books and records relating to Operating Charges for the immediately preceding calendar year. Tenant shall (and shall cause its employees, agents and consultants to) keep the results of any such audit or audited statement strictly confidential. If such audit or audited statement shows that the amounts paid by Tenant to Landlord on account of Tenant's Proportionate Share of increased Operating Charges exceed the amounts to which Landlord is entitled hereunder, Landlord shall credit the amount of such excess toward the next monthly payments of Tenant's Base Rent due hereunder. All costs and expenses of any such audit or audited statement shall be paid by Tenant, unless it is determined that the Landlord's initial statement was in error in Landlord's favor by more than five percent (5%), in which case Landlord shall pay the reasonable cost of such audit or review within thirty (30) days of Tenant's request (but in any event not more than \$5,000.00).

5.3 (a) From and after the commencement of the second Lease Year, Tenant shall pay as additional rent Tenant's Proportionate Share of the amount by which Real Estate Taxes exceed the Real Estate Taxes Base Amount. Tenant's Proportionate Share with respect to Real Estate Taxes set forth in Article I has been calculated to be that percentage which is equal to a fraction, the numerator of which is the number of square feet of rentable area in the Premises as set forth in Section 1.20, and the denominator of which is the number of square feet of Total Area in the Building. Tenant shall not initiate or participate in any contest of Real Estate Taxes without Landlord's prior written consent.

(b) Tenant shall make estimated monthly payments to Landlord on account of the amount by which Real Estate Taxes that are expected to be incurred during each calendar year would exceed the Real Estate Taxes Base Amount. Commencing on the anniversary of the Rent Commencement Date, and thereafter at the beginning of each calendar year after the Lease

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Commencement Date, Landlord shall submit a reasonably detailed written statement setting forth Landlord's reasonable estimate of such amount and Tenant's Proportionate Share thereof. Tenant shall pay to Landlord on the first day of each month following receipt of such statement, until Tenant's receipt of the succeeding annual statement, an amount equal to one-twelfth (1/12) of such share (estimated on an annual basis without proration pursuant to Section 5.4). Not more than twice during any calendar year, Landlord may revise Landlord's estimate and adjust Tenant's monthly payments to reflect Landlord's revised estimate. Within one hundred twenty (120) days after the end of each calendar year, or as soon thereafter as is feasible, Landlord shall submit a Reconciliation Statement for Real Estate Taxes showing (1) Tenant's Proportionate Share of the amount by which Real Estate Taxes incurred during the preceding calendar year exceeded the Real Estate Taxes Base Amount, and (2) the aggregate amount of Tenant's estimated payments made during such year. If such Reconciliation Statement indicates that the aggregate amount of such estimated payments exceeds Tenant's actual liability, then Landlord shall credit the net overpayment toward Tenant's next installment(s) of rent due under this Lease, or, if the Lease Term hereof has expired or will expire before such credit can be fully applied, or if Tenant is not otherwise liable for further payment, Landlord shall reimburse Tenant for the amount of such overpayment within thirty (30) days. If such statement indicates that Tenant's actual liability exceeds the aggregate amount of such estimated payments, then Tenant shall pay the amount of such excess as additional rent within thirty (30) days.

5.4 If the Lease Term commences or expires on a day other than the first day or the last day of a calendar year, respectively, then Tenant's liabilities pursuant to this Article for such calendar year shall be apportioned by multiplying the respective 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 Term, and the denominator of which is three hundred sixty-five (365).

ARTICLE VI USE OF PREMISES

6.1 Tenant shall use and occupy the Premises solely for general (non-medical and non-governmental) office purposes compatible with first class office buildings in the Building's submarket, and for no other use or purpose. Tenant shall not use or occupy the Premises for any unlawful purpose, or in any manner that will violate the certificate of occupancy for the Premises or the Building, or that will constitute waste, nuisance or unreasonable annoyance to Landlord or any other tenant or user of the Building, or in any manner that will increase the number of parking spaces required for the Building or its full occupancy as required by law. Landlord at its expense (subject to reimbursement pursuant to Article V, if and to the extent permitted thereby) shall comply with all Laws to the extent the same apply directly to the Building Structure and Systems and Common Areas as a whole. Tenant shall comply with all Laws concerning the use, occupancy and condition of the Premises and all machinery, equipment, furnishings, fixtures and improvements therein, all in a timely manner at Tenant's sole expense. If any Law requires an occupancy or use permit or license for the Premises or the operation of the business conducted therein, then Tenant shall obtain and keep current such permit or license at Tenant's expense and shall promptly deliver a copy thereof to Landlord upon written request. Without limiting the generality of any of the foregoing: Tenant, at its expense, shall be solely responsible for taking any and all measures which are required to comply with the ADA concerning the Premises (including suite entry doors and related items) and the business conducted therein. Landlord shall conform to the same standard of ADA compliance as it relates to the Common Areas of the Building within Landlord's exclusive control. Any Alterations made or constructed by or for Tenant for the purpose of complying with the ADA or which otherwise require compliance with the ADA shall be done in accordance with this Lease; provided, that Landlord's consent to such Alterations shall not constitute either Landlord's assumption, in whole or in part, of Tenant's responsibility for compliance with the ADA, or representation or confirmation by Landlord that such Alterations comply with the provisions of the ADA. Use of the Premises is subject to all covenants, conditions and restrictions of record. Tenant shall not use any space in the Building or the Land for the sale of goods to the public at large or for the sale at auction of goods or property of any kind. Tenant shall not conduct any operations, sales, promotions, advertising or special events outside the Premises, in the Building or on the Land.

6.2 Tenant shall pay before delinquency any business, rent or other taxes or fees that are now or hereafter levied, assessed or imposed upon Tenant's use or occupancy of the Premises, the conduct of Tenant's business at the Premises, or Tenant's equipment, fixtures, furnishings, inventory or personal property. If any such tax or fee is enacted or altered so that such tax or fee is levied against Landlord or so that Landlord is responsible for collection or payment thereof, then Tenant shall pay as additional rent the amount of such tax or fee.

6.3 Tenant shall not allow, cause or permit any Hazardous Materials to be generated, used, treated, released, stored or disposed of in or about the Building or the Land, provided that Tenant may use and store normal and reasonable quantities of standard cleaning and office materials in the Premises as

may be reasonably necessary for Tenant to conduct normal general office use operations in the Premises so long as such materials are properly, safely and lawfully stored and used by Tenant and the quantity of same does not equal or exceed a "reportable quantity" as defined in 40 C.F.R. 302 and 305, as amended. At the expiration or earlier termination of this Lease, with respect to conditions existing on account of Tenant's use or occupancy of the Premises or any action or inaction of Tenant or any Agent of Tenant (it being understood that the term "inaction" as used in this Section shall not impose upon Tenant any obligation to remove Hazardous Materials existing in the Premises as of the Lease Commencement Date which were introduced into the Premises by anyone other than Tenant or any Agent of Tenant, unless such condition is knowingly aggravated as a result of Tenant's use or occupancy of the Premises), Tenant shall surrender the Premises to Landlord free of Hazardous Materials and in compliance with all Environmental Laws. Tenant shall: (i) give Landlord immediate verbal and follow-up written notice of any actual or threatened Environmental Default with respect to conditions existing on account of Tenant's use or occupancy of the Premises or any action or inaction of Tenant or any Agent of Tenant, which Environmental Default Tenant shall cure in accordance with all Environmental Laws and only after Tenant has obtained Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed; and (ii) promptly deliver to Landlord copies of any notices or other items received from or submitted to any governmental or quasi-governmental agency, or any claim instituted or threatened by any third party, concerning the Premises, the occupancy or use thereof, or the existence or potential existence of Hazardous Materials therein. Upon any Environmental Default, in addition to all other rights available to Landlord under this Lease, at law or in equity, Landlord shall have the right but not the obligation to immediately enter the Premises, to supervise and approve any actions taken by Tenant to address the Environmental Default, and, if Tenant fails to promptly address same in a reasonable time frame, in accordance with this Lease, to perform, with respect to conditions existing on account of Tenant's use or occupancy of the Premises or any action or inaction of Tenant or any Agent of Tenant, at Tenant's sole cost and expense, any lawful action reasonably necessary to address same. Landlord represents that, to the best of its actual knowledge as of the date of the execution of this Lease, the Premises and the Common Areas of the Building within Landlord's exclusive control are not in material violation of Environmental Laws. In the event any Hazardous Materials are determined to have been located on, under the ground of or immediately about the Building at or prior to the Commencement Date or, after the Commencement Date and not as a result of the acts or omissions of Tenant or Tenant's Agents, and the presence of such Hazardous Materials is not in compliance with Environmental Laws, Landlord shall take or cause to be taken, such actions as may be necessary to comply with all Environmental Laws.

ARTICLE VII ASSIGNMENT AND SUBLETTING

7.1 Tenant shall not assign, transfer or otherwise encumber (collectively, "assign") this Lease or all or any of Tenant's rights hereunder or interest herein, or sublet or permit anyone to use or occupy (collectively, "sublet") the Premises or any part thereof, without obtaining the prior written consent of Landlord, which consent may be withheld or granted in Landlord's sole and absolute discretion (subject to the remainder of this Article VII). Notwithstanding any of the foregoing to the contrary, provided no Event of Default exists under this Lease (subject to applicable cure periods), and subject to Landlord's rights and Tenant's obligations pursuant to Sections 7.3, 7.4 and 7.5 below, Landlord shall not unreasonably withhold, condition or delay its consent to any proposed subletting of the entire or any portion of the Premises or assignment of the Lease in its entirety. For purposes of the immediately preceding sentence, it shall be reasonable for Landlord to withhold its consent if, for example: (i) the proposed subtenant or assignee is engaged in a business, or the Premises will be used in a manner, that is inconsistent with the first-class image of the Building; or (ii) Landlord is not reasonably satisfied with the financial condition of the proposed subtenant or assignee; or (iii) the proposed use of the Premises is not in compliance with Article VI or is not compatible with the other uses within, and the terms of other leases with respect to, the Building; or (iv) the initial Tenant does not remain fully liable as a primary obligor for the payment of all rent and other charges payable by Tenant under this Lease and for the performance of all other obligations of Tenant under this Lease; or (v) the proposed subtenant or assignee is a governmental or quasi-governmental agency; or (vi) the holders of Mortgages encumbering the Building shall fail to consent (Landlord hereby agreeing to use commercially reasonable efforts to obtain such consent if Landlord approves such transaction); or (vii) the proposed subtenant or assignee is either (A) an existing tenant of the Building (or any parent, subsidiary or affiliate thereof) if Landlord has comparable space available in the Building for a comparable term, or (B) for a period of forty-five (45) days following the submission of a written proposal for the lease of space (and thereafter if a mutual agreement such as a letter of intent is executed within such period), any other person or entity with which Landlord is in the process of negotiating for the rental of space in the Building. No assignment or right of occupancy hereunder may be effectuated by operation of law or otherwise without the prior written consent of Landlord, such consent not to be unreasonably withheld or delayed. Any attempted assignment, transfer or other encumbrance of this Lease or all or any of Tenant's rights hereunder or interest herein, and any sublet or permission to use or occupy the Premises or any part thereof not in

accordance with this Article VII, shall be void and of no force or effect. Any assignment or subletting, Landlord's consent thereto, the listing or posting of any name other than Tenant's, or Landlord's collection or acceptance of rent from any assignee or subtenant shall not be construed either as waiving or releasing Tenant from any of its liabilities or obligations under this Lease as a principal and not as a guarantor or surety, or as relieving Tenant or any assignee or subtenant from the obligation of obtaining Landlord's prior written consent to any subsequent assignment or subletting. As security for this Lease, Tenant hereby assigns to Landlord the rent due from any assignee or subtenant of Tenant. During any period that there exists an uncured Event of Default under this Lease, Tenant hereby authorizes each such assignee or subtenant to pay said rent directly to Landlord upon receipt of notice from Landlord specifying same. Landlord's collection of such rent shall not be construed as an acceptance of such assignee or subtenant as a tenant. Tenant shall not mortgage, pledge, hypothecate or encumber (collectively "mortgage") this Lease without Landlord's prior written consent, which consent may be granted or withheld in Landlord's sole and absolute discretion. Tenant shall pay to Landlord an administrative fee equal to five hundred dollars (\$500) plus all other reasonable, out-of-pocket, third party expenses (including reasonable attorneys' fees and accounting costs) incurred by Landlord (not to exceed \$2,000.00 per request) in connection with Tenant's request for Landlord to give its consent to any assignment, subletting, or mortgage, and Landlord's receipt of such sum shall be a condition to Landlord providing such consent. Any sublease, assignment or mortgage shall, at Landlord's option, be effected on forms reasonably approved by Landlord. Tenant shall deliver to Landlord a fully-executed copy of each agreement evidencing a sublease, assignment or mortgage, and Landlord's consent thereto, within ten (10) days after execution thereof.

7.2 (a) If Tenant is or becomes a partnership or a limited liability company, then any event (whether voluntary, concurrent or related) resulting in a dissolution of Tenant, any withdrawal or change (whether voluntary, involuntary or by operation of law) of the partners or members, as applicable, owning a controlling interest in Tenant (including each general partner or manager, as applicable), and which results in a diminution of Tenant's creditworthiness, shall be deemed a prohibited assignment of this Lease subject to the provisions of this Article. If Tenant is or becomes a corporation or a partnership with a corporate general partner, then any event (whether voluntary, concurrent or related) resulting in a dissolution of Tenant (or such corporate general partner), or the sale or transfer or relinquishment of the interest of shareholders who, as of the date of this Lease, own a controlling interest of the capital stock of Tenant (or such corporate general partner), and which results in a diminution of Tenant's creditworthiness, shall be deemed a prohibited assignment of this Lease subject to the provisions of this Article; provided, however, that if Tenant is a corporation whose stock is traded through a national or regional exchange or over-the-counter market, then the foregoing portion of this sentence shall be applicable only if such event has or is intended to have the effect of limiting liability under this Lease.

(b) Notwithstanding anything contained in this Article VII to the contrary, provided no Event of Default exists hereunder, Tenant may, upon not less than ten (10) days' prior written notice to Landlord (which notice shall contain a written certificate from Tenant stating the legal and beneficial relationship of Tenant and the proposed assignee, transferee or subtenant) but without Landlord's prior written consent and without being subject to Landlord's rights and Tenant's obligations set forth in Sections 7.4 and 7.5 below, assign or transfer its entire interest in this Lease or sublease the entire or any portion of the Premises to an Affiliate of Tenant. In the event of any such assignment or subletting, Tenant shall remain fully liable as a primary obligor for the payment of all rent and other charges required hereunder and for the performance of all obligations to be performed by Tenant hereunder. Notwithstanding the foregoing, if Tenant structures an assignment or sublease to an entity that meets the definition of an Affiliate of Tenant for the purpose of circumventing the restrictions on subleases and assignments provided elsewhere in this Article VII, then such subtenant or assignee shall conclusively be deemed not to be an Affiliate and subject to all such restrictions.

7.3 If at any time during the Lease Term Tenant desires to assign, sublet or mortgage all or part of this Lease or the Premises, then in connection with Tenant's request to Landlord for Landlord's consent where required, Tenant shall give to Landlord a Tenant's Sublease Request Notice.

7.4 If the proposed term with respect to the Proposed Sublet Space is either (i) longer than seventy-five percent (75%) of the then remaining Lease Term or (ii) to extend (including any renewal or extension options) beyond the first (1st) day of the twelfth (12th) calendar month before the then scheduled expiration of the Lease Term, or if the Proposed Sublet Space is (or, when aggregated with other space being sublet or assigned by Tenant, will be) more than sixty percent (60%) of the total number of rentable square feet in the Premises, then, in either such event, except as set forth in Section 7.2(b) concerning Affiliates, Landlord shall have the right in its sole and absolute discretion to terminate this Lease with respect to the Proposed Sublet Space by sending Tenant written notice of such termination within twenty (20) days after Landlord's receipt of Tenant's Sublease Request Notice. If the Proposed Sublet Space does not constitute the entire Premises and Landlord so terminates, then (a) Tenant shall tender the Proposed Sublet Space to Landlord on the Proposed Sublease Commencement Date and such

space shall thereafter be deleted from the Premises, and (b) as to that portion of the Premises which is not part of the Proposed Sublet Space, this Lease shall remain in full force and effect except that Base Rent and additional rent shall be reduced pro rata. Landlord shall thereafter promptly provide Tenant with an amendment to this Lease documenting the reduction of square footage of the Premises and corresponding rent and Proportionate Share reductions. The cost of any construction required to permit the operation of the Proposed Sublet Space separate from the balance of the Premises shall be paid by Landlord. If the Proposed Sublet Space constitutes the entire Premises and Landlord so terminates, then Tenant shall tender the Proposed Sublet Space to Landlord, and this Lease shall terminate, on the Proposed Sublease Commencement Date.

7.5 If any sublease or assignment (whether by operation of law or otherwise, including an assignment pursuant to the Bankruptcy Code or any Insolvency Law) provides that the subtenant or assignee thereunder is to pay any amount in excess of [the sum of (a) the rent and other charges due under this Lease plus (b) the reasonable out-of-pocket expenses (excluding, however, any costs attributable to vacancy periods or "downtime") reasonably incurred by Tenant in connection with the procurement of such sublease, assignment or other transfer (which expenses shall be amortized on a straight-line basis over the initial sublease term for the purposes hereof), then, whether such net excess be in the form of an increased monthly or annual rental, a lump sum payment, payment for the sale, transfer or lease of Tenant's fixtures, leasehold improvements, furniture and other personal property, or any other form of payment having the effect of a "disguised" rental payment (and if the subleased or assigned space does not constitute the entire Premises, the existence of such excess shall be determined on a pro-rata basis), Tenant shall pay to Landlord, along with Base Rent, fifty percent (50%) of any such net excess or other premium, which amount shall be calculated and paid by Tenant to Landlord on a monthly basis as additional rent. Notwithstanding the foregoing, Landlord is not intending to receive any amounts considered to be based on the net income or profits of Tenant or any subtenant. Acceptance by Landlord of any payments due under this Section shall not be deemed to constitute approval by Landlord of any sublease or assignment, nor shall such acceptance waive any rights of Landlord hereunder. Landlord shall have the right to inspect and audit Tenant's books and records relating to any sublease or assignment of the Premises.

7.6 All restrictions and obligations imposed pursuant to this Lease on Tenant shall be deemed to extend to any subtenant, assignee, licensee, concessionaire or other occupant or transferee, and Tenant shall cause such person to comply with such restrictions and obligations. Any assignee shall be deemed to have assumed obligations as if such assignee had originally executed this Lease and at Landlord's request shall execute promptly a document confirming such assumption. Each sublease is subject to the condition that if the Lease Term is terminated or Landlord succeeds to Tenant's interest in the Premises by voluntary surrender or otherwise, at Landlord's option the subtenant shall be bound to Landlord for the balance of the term of such sublease and shall attorn to and recognize Landlord as its landlord under the then executory terms of such sublease.

ARTICLE VIII MAINTENANCE AND REPAIRS

8.1 Except to the extent resulting solely and directly from Landlord's negligence, Tenant, at Tenant's sole cost and expense, shall promptly make all non-structural repairs and replacements, and perform all maintenance, in and to the Premises to keep the Premises in good operating condition and repair, in a clean, safe and tenantable condition, well-ventilated and moisture controlled, and otherwise in accordance with all Laws and the requirements of this Lease. Tenant shall likewise maintain all fixtures, furnishings and equipment located in, or exclusively serving, the Premises and make all required repairs and replacements thereto. Tenant shall also maintain, repair and replace, at Tenant's sole cost and expense, the Tenant Items and shall keep in force customary maintenance and service contracts therefore. Tenant shall use commercially reasonable efforts to give Landlord prompt written notice of any defects or damage to the structure of, or equipment or fixtures in, the Building or any part thereof, or any mold or moisture condition, of which Tenant has knowledge. Tenant shall suffer no waste or injury to any part of the Premises, and shall, at the expiration or earlier termination of the Lease Term, surrender the Premises in an order and condition equal to or better than that on the Lease Commencement Date, except for ordinary wear and tear and as otherwise provided in Article XIII or Article XVII. Except as otherwise provided in Article XVII, all injury, breakage and damage to the Premises and to any other part of the Building or the Land caused by any act or omission of Tenant or any Agent of Tenant, shall be repaired by and at Tenant's expense, except that if either an emergency condition exists or the Lease Term has expired or Tenant fails to commence and diligently prosecute to completion repair of any such injury, breakage or damage within a reasonable period (not to exceed thirty (30) days) following Tenant's receipt of written notice from Landlord, then Landlord shall have the right at Landlord's option to make any such repair and to charge Tenant for all actual costs and expenses incurred in connection therewith. Landlord shall provide and install replacement tubes for Building standard fluorescent light fixtures (subject to reimbursement pursuant to Article V). All other bulbs and tubes for the Premises shall be provided and

installed at Tenant's expense; provided that if Tenant elects to supply the bulbs or tubes to Landlord, then Landlord shall provide the labor involved for such replacement at no cost to Tenant.

8.2 Except as otherwise provided in this Lease and subject to normal wear and tear, Landlord at its expense (subject to reimbursement pursuant to Article V if and to the extent permitted thereby) shall keep the Building Structure and Systems, clean and in good operating condition and, promptly after becoming aware of any item needing repair or replacement, will make such repair or replacement. Notwithstanding any of the foregoing to the contrary: (a) maintenance and repair of all Tenant Items shall be the sole responsibility of Tenant and shall be deemed not to be a part of the Building Structure and Systems, subject to the conditions of Article 8.1; and (b) Landlord shall have no obligation to make any repairs whatsoever brought about by any act or omission of Tenant or any Agent.

ARTICLE IX ALTERATIONS

9.1 Tenant shall accept the Premises in its "as is" condition as of the Anticipated Delivery Date. The initial improvement of the Premises under this Lease shall be accomplished by Tenant or its designated contractor in accordance with Exhibit B and all other applicable provisions of this Lease (including Articles IX, XIII and XIX). Landlord is under no obligation to make any Alterations in or to the Premises or the Building except as may be otherwise expressly provided in this Lease, except that (a) Landlord and Tenant shall share equally the cost of the demising wall(s) to be installed on the third (3rd) floor, and (b) Landlord shall provide blinds for all exterior windows, which blinds shall be in working order as of the Commencement Date.

9.2 Tenant shall not make or permit anyone to make any Alterations in or to the Premises or the Building without the prior written consent of Landlord, which consent may be withheld or granted in Landlord's sole and absolute discretion with respect to Structural and System Alterations and any Alterations which are visible from the exterior of the Premises, and which consent shall not be unreasonably withheld, conditioned or delayed with respect to all other Alterations. Notwithstanding the foregoing, Tenant shall have the right to make Cosmetic Changes within the Premises without requiring the consent of Landlord. All Alterations made by Tenant shall be made: (a) in a good, workmanlike, first-class and prompt manner; (b) using new or comparable materials only; (c) by a contractor reasonably approved in writing by Landlord, if applicable; (d) on days and at times reasonably approved in writing by Landlord; (e) under the supervision of an architect reasonably approved in writing by Landlord; (f) in accordance with plans and specifications reasonably acceptable to Landlord, approved in writing at Landlord's standard charge; (g) in accordance with all Laws; (h) after having obtained any required consent of the holder of any Mortgage of whom Tenant has notice; (i) after obtaining public liability and worker's compensation insurance policies reasonably approved in writing by Landlord; and (j) with the obligation for Tenant to deliver to Landlord written, unconditional, full or partial (as applicable) waivers of mechanics' and materialmen's liens against the Premises and the Building for all work, labor and services to be performed and materials to be furnished within ten (10) business days after the applicable portion of the Alterations are completed. If any lien (or a petition to establish such lien) is filed in connection with any Alteration made by or on behalf of Tenant, such lien (or petition) shall be discharged by Tenant within thirty (30) days thereafter, at Tenant's sole cost and expense, by the payment thereof or by the filing of a reasonably acceptable bond. If Landlord gives its consent to the making of any Alteration, such consent shall not be deemed to be an agreement or consent by Landlord to subject its interest in the Premises or the Building to any liens which may be filed in connection therewith. Tenant acknowledges that any Alterations are accomplished for Tenant's account, Landlord having no obligation or responsibility in respect thereof. Landlord's approval of any plans and drawings (and changes thereto) regarding any Alterations or any contractor or subcontractor performing such Alterations shall not constitute Landlord's representation that such approved plans, drawings, changes or Alterations 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 Alterations involving structural, electrical, mechanical or plumbing work, the heating, ventilation and air conditioning system of the Premises or the Building, fire and life safety system, the roof of the Building, or any areas outside of the Premises shall, at Landlord's election, be performed by Tenant's contractor, reasonably approved by Landlord, or Landlord's designated contractor or subcontractor at Tenant's expense (provided the cost therefor is competitive). In connection with any Alteration for which governmental permits are required, Landlord shall be paid a construction supervision fee in an amount equal to one percent (1%) of all hard costs if it supervises the construction and three percent (3%) of all hard costs if it manages the construction. Promptly after the completion of an Alteration, Tenant at its expense shall deliver to Landlord three (3) sets of accurate as-built (or record) drawings and CAD drawings showing such Alteration in place.

9.3 If any Alterations that require Landlord's consent are made without the prior written consent of Landlord, then Landlord shall have the right, at Tenant's expense, to so remove and correct such Alterations and restore the Premises and the Building. All Alterations to the Premises or the

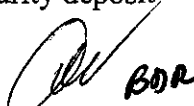
Building made by either party shall immediately become the property of Landlord and shall remain upon and be surrendered with the Premises as a part thereof at the expiration or earlier termination of the Lease Term; provided, however, that (a) if Tenant is not in an Event of Default under this Lease, then Tenant shall have the right to remove, prior to the expiration or earlier termination of the Lease Term, all movable furniture, furnishings and equipment installed in the Premises solely at the expense of Tenant, and (b) Tenant shall remove at its expense all Alterations and other items (including any telecommunications, security, data, computer and similar equipment, cabling and wiring) in the Premises or the Building which Landlord designates in writing for removal. Landlord shall make such designation promptly after receipt of a written request by Tenant given with Tenant's request for Landlord's approval of such Alteration. Notwithstanding the foregoing, Tenant shall not be required to remove: (x) Alterations consisting of any buildout items that are typically installed by similar tenants in multi-tenanted, multi-story, first class office buildings (such as partitions, but not interior staircases, for example), unless so indicated by Landlord at the time required above; and (y) any Alteration made by Tenant in initially finishing and completing the Premises in accordance with Exhibit B, except any Structural and System Alterations or as otherwise indicated on any of Tenant's plans. Movable furniture, furnishings and trade fixtures shall be deemed to exclude without limitation any item the removal of which might cause damage to the Premises or the Building or which would normally be removed from the Premises with the assistance of any tool or machinery other than a dolly. If such removal causes damage or injury to the Premises or the Building, then Landlord shall have the right, at Tenant's expense, to repair all damage and injury to the Premises or the Building caused by such removal as aforesaid. If such furniture, furnishings and equipment are not removed by Tenant prior to the expiration or earlier termination of the Lease Term, the same shall at Landlord's option be deemed abandoned or become the property of Landlord to be surrendered with the Premises as a part thereof; provided, however, that Landlord shall have the right at Tenant's expense to remove from the Premises any or all such items or to require Tenant to do the same, except as otherwise provided in this Section. If Tenant fails to return the Premises to Landlord as required by this Section, then Tenant shall pay to Landlord, all reasonable, actual costs (including a reasonable construction management fee) incurred by Landlord in effectuating such return.

ARTICLE X SIGNS

10.1 Landlord will list, at Landlord's expense, the name of Tenant (and any permitted subtenants and assignees) and its employees in the Building directory in a number of listings up to the Building Directory Share (at least five (5) lines) and will provide Building standard signage on one suite entry door. Tenant shall not place, inscribe, paint, affix or otherwise display any sign, advertisement, picture, lettering or notice of any kind on any part of the exterior or interior of the Building (including windows and doors), or on any part of the interior of the Premises which can be seen from outside the Premises, without the prior written approval of Landlord, which may be granted or withheld in Landlord's sole and absolute discretion. If any such item that has not been approved by Landlord is so displayed, then Landlord shall have the right to remove such item at Tenant's expense or request that Tenant remove same at its expense. Landlord reserves the right to install and display signs, advertisements and notices on any part of the exterior or interior of the Building; provided, however that Landlord shall only affix, install, or display signs on the interior of the Premises which pertain to the management or operation of the Building.

ARTICLE XI SECURITY DEPOSIT

11.1 Simultaneously with Tenant's execution of this Lease, Tenant shall deposit with Landlord the Security Deposit Amount as a security deposit for the performance by Tenant of all of Tenant's obligations, covenants, conditions and agreements under this Lease. Landlord shall not be required to maintain such security deposit in a separate account. Except as may be required by law, Tenant shall not be entitled to interest on the security deposit. Within approximately thirty (30) days after the later of the expiration or earlier termination of the Lease Term or Tenant's vacating the Premises, Landlord shall return such security deposit to Tenant, less such portion thereof as Landlord shall have appropriated to satisfy any of Tenant's obligations under this Lease or to satisfy an Event of Default (or such other event which, with the giving of notice or the passage of time or both, would constitute an Event of Default) under this Lease. If there shall be any Event of Default under this Lease, then Landlord shall have the right, but shall not be obligated, to use, apply or retain all or any portion of the security deposit for the payment of any (a) Base Rent, additional rent or any other sum applicable to such event, or (b) amount Landlord may spend or become obligated to spend, or for the compensation of Landlord for any losses incurred, by reason of such event (including any damage or deficiency arising in connection with the reletting of the Premises). If any portion of the security deposit (in whatever form) is so used or applied, then within ten (10) business days after Landlord gives written notice to Tenant of such use or application, Tenant shall deposit with Landlord cash in an amount sufficient to restore the security deposit.

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to the original Security Deposit Amount, and Tenant's failure to do so shall constitute an Event of Default under this Lease.

11.2 If and so long as Landlord transfers the security deposit to any purchaser or other transferee of Landlord's interest in the Property, then Tenant shall look only to such purchaser or transferee for the return of the security deposit, and Landlord shall be released from all liability to Tenant for the return of such security deposit. Tenant acknowledges that the holder of any Mortgage shall not be liable for the return of any security deposit made by Tenant hereunder unless such holder actually receives such security deposit. Tenant shall not pledge, mortgage, assign or transfer the security deposit or any interest therein.

11.3 At Tenant's option, Tenant shall deliver to Landlord a clean, unconditional, irrevocable letter of credit in lieu of the cash security deposit. Such letter of credit shall be: (a) in form and substance satisfactory to Landlord in its reasonable discretion (with the following criteria at a minimum); (b) shall on its face state that multiple and partial draws are permitted and either (i) that partial draws will not cause a corresponding reduction in the stated face amount of the letter of credit or (ii) that, within five (5) business days after any such partial draw, the issuer will notify Landlord in writing that the letter of credit will not be reinstated to its full amount in which event Landlord shall have the right to immediately draw on the remainder of the letter of credit (it being understood that the total security deposit on hand, whether in cash or letter of credit form, shall at all times be not less than the total Security Deposit Amount as so defined); (c) issued by a commercial bank acceptable to Landlord from time to time and located in the Washington, D.C. metropolitan area for the account of Tenant, and its permitted successors and assigns under this Lease; (d) made payable to, and expressly transferable and assignable one or more times at no charge by, the owner from time to time of the Building or its lender (which transfer/assignment shall be conditioned only upon the execution of a reasonable and customary written document in connection therewith), whether or not the original account party of the letter of credit continues to be the tenant under this Lease by virtue of a change in name or structure, merger, assignment, transfer or otherwise; (e) payable at sight upon presentment to a Washington, D.C. metropolitan area branch of the issuer of a simple sight draft stating only that Landlord is permitted to draw on the letter of credit under the terms of the Lease and setting forth the amount that Landlord is drawing; (f) of a term not less than one year[, and shall on its face state that the same shall be renewed automatically, without the need for any further written notice or amendment, for successive minimum one-year periods, unless the issuer notifies Landlord in writing, at least thirty (30) days prior to the expiration date thereof, that such issuer has elected not to renew the Letter of Credit (which will thereafter entitle Landlord to draw on the letter of credit); and (g) at least thirty (30) days prior to the then-current expiration date of such letter of credit, either (1) renewed (or automatically and unconditionally extended) from time to time through the ninetieth (90th) day after the expiration of the Lease Term, or (2) replaced by Tenant with cash, or another letter of credit meeting the requirements of this Section, in the full amount of the Security Deposit. Tenant shall cooperate with Landlord to effect any modifications, transfers or replacements of the letter of credit requested by Landlord in order to assure that Landlord is at all times fully secured by a valid letter of credit that may be drawn upon by Landlord, its successors and assigns. Notwithstanding anything in this Lease to the contrary, any cure or grace period provided in connection with an Event of Default shall not apply to any of the foregoing requirements of the Letter of Credit, and, specifically, if any of the aforesaid requirements are not complied with timely, then an immediate Event of Default shall occur and Landlord shall have the right to immediately draw upon the letter of credit without notice to Tenant and apply the proceeds to the security deposit. Each Letter of Credit shall be issued by a commercial bank that has a credit rating with respect to certificates of deposit, short term deposits or commercial paper of at least A-2 (or equivalent) by Moody's Investor Service, Inc., or at least P-2 (or equivalent) by Standard & Poor's Corporation, and shall be otherwise acceptable to Landlord in its sole and absolute discretion. If the issuer's credit rating is reduced below A-2 (or equivalent) by Moody's Investors Service, Inc. or below P-2 (or equivalent) by Standard & Poor's Corporation, or if the financial condition of such issuer changes in any other materially adverse way, then Landlord shall have the right to require that Tenant obtain from a different issuer a substitute letter of credit that complies in all respects with the requirements of this Section, and Tenant's failure to obtain such substitute letter of credit within fifteen (15) days following Landlord's written demand therefor (with no other notice or cure or grace period being applicable thereto, notwithstanding anything in this Lease to the contrary) shall entitle Landlord to immediately draw upon the then existing Letter of Credit in whole or in part, without notice to Tenant. In the event the issuer of any letter of credit held by Landlord is insolvent or is placed into receivership or conservatorship by the Federal Deposit Insurance Corporation, or any successor or similar entity, or if a trustee, receiver or liquidator is appointed for the issuer, then, effective as of the date of such occurrence, said Letter of Credit shall be deemed to not meet the requirements of this Section, and, within fifteen (15) days thereof, Tenant shall replace such Letter of Credit with other collateral acceptable to Landlord in its sole and absolute discretion (and Tenant's failure to do so shall, notwithstanding anything in this Lease to the contrary, constitute an Event of Default for which there shall be no notice or grace or cure periods being applicable thereto other than the aforesaid fifteen (15) day period). Any failure or refusal of the issuer to

honor the letter of credit shall be at Tenant's sole risk and shall not relieve Tenant of its obligations hereunder with respect to the security deposit.

11.4 Notwithstanding anything to the contrary contained in this Article, and provided Tenant or the bank issuing the Letter of Credit receives a certification from Landlord, which Landlord agrees to timely provide after it receives a request from Tenant after each adjustment date, that (i) no Event of Default under this Lease has occurred, or (ii) no event has occurred under this Lease which with the passage of time will constitute an Event of Default, prior to the last day of the: (1) second (2nd) Lease Year, Tenant may reduce the Letter of Credit to \$118,535.84; and (2) eighth (8th) Lease Year, Tenant may reduce the Letter of Credit to \$59,267.92, which amount shall be held by Landlord for the remainder of the Lease Term.

ARTICLE XII INSPECTION

12.1 Tenant shall permit Landlord, its agents and representatives, and the holder of any Mortgage, to enter the Premises at any time and from time to time, without charge therefor and without diminution of the rent payable by Tenant, in order to examine, inspect or protect the Premises and the Building, to make such alterations and/or repairs as in the sole but reasonable judgment of Landlord may be deemed necessary or desirable, or to exhibit the same to brokers, prospective tenants (during the last twelve (12) months of the Lease Term), lenders, purchasers and others. Except in the event of an emergency, Landlord shall: give Tenant reasonable advance notice of any such entry and permit Tenant to have a representative present at such time; and minimize disruption to Tenant's normal business operations in the Premises in connection with any such entry but same shall not prohibit Landlord from performing maintenance and repairs during business hours and that Landlord shall have no obligation to employ overtime or other premium pay labor or other costs in connection therewith).

ARTICLE XIII INSURANCE

13.1 Tenant shall not conduct or permit to be conducted any activity, or place or permit to be placed any equipment or other item in or about the Premises or the Building, which will in any way increase the rate of property insurance or other insurance on the Building. If any increase in the rate of property or other insurance is due to any activity, equipment or other item of Tenant, then (whether or not Landlord has consented to such activity, equipment or other item) Tenant shall pay as additional rent due hereunder the amount of such increase. Tenant shall first have fifteen (15) days to cure any act that is causing the increased rates. The statement of any applicable insurance company or insurance rating organization (or other organization exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions) that an increase is due to any such activity, equipment or other item shall be conclusive evidence thereof.

13.2 (a) Throughout the Lease Term, Tenant shall obtain and maintain the following insurance coverages written with companies with an A.M. Best A- or better rating and S&P rating of at least A-, X:

(i) Commercial General Liability ("CGL") insurance (written on an occurrence basis) with limits not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, Two Million Dollars (\$2,000,000) annual general aggregate (on a per location basis), Two Million Dollars (\$2,000,000) products/completed operations aggregate, One Million Dollars (\$1,000,000) personal and advertising injury liability, Fifty Thousand Dollars (\$50,000) fire damage legal liability, and Five Thousand Dollars (\$5,000) medical payments. CGL insurance shall be written on ISO occurrence form CG 00 01 96 (or a substitute form providing equivalent or broader coverage) and shall cover liability arising from Premises, operations, independent contractors, products-completed operations, personal injury, advertising injury and liability assumed under an insured contract.

(ii) Workers Compensation insurance as required by the applicable state law, and Employers Liability insurance with limits not less than One Million Dollars (\$1,000,000) for each accident, One Million Dollars (\$1,000,000) disease-policy limit, and One Million Dollars (\$1,000,000) disease-each employee.

(iii) Commercial Auto Liability insurance (if applicable) covering automobiles owned, hired or used by Tenant in carrying on its business with limits not less than One Million Dollars (\$1,000,000) combined single limit for each accident.

(iv) Umbrella/Excess Insurance coverage on a follow form basis in excess of the CGL, Employers Liability and Commercial Auto Policy with limits not less than Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate.

(v) All Risk Property Insurance covering Tenant's property, improvements and equipment located at the Building. If Tenant is responsible for any machinery, Tenant shall maintain boiler and machinery insurance.

(vi) Business Interruption and Extra Expenses insurance in amounts typically carried by prudent tenants engaged in similar operations, but in no event in an amount less than double the annual Base Rent then in effect. Such insurance shall reimburse Tenant for direct and indirect loss of earnings and extra expense attributable to all perils insured against.

(b) Landlord and the Landlord Insured Parties shall be endorsed on each policy as additional insureds as it pertains to the CGL, Umbrella, and Auto policy, and coverage shall be primary and noncontributory. Landlord shall be a loss payee on the Property policy in respect of Tenant's improvements. All insurance shall (1) contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured may have waived its right of action against any party prior to the occurrence of a loss (Tenant hereby waiving its right of action and recovery against and releasing Landlord and Landlord's Representatives from any and all liabilities, claims and losses for which they may otherwise be liable to the extent Tenant is covered by insurance carried or required to be carried under this Lease); (2) provide that the insurer thereunder waives all right of recovery by way of subrogation against Landlord and Landlord's Representatives in connection with any loss or damage covered by such policy; (3) be acceptable in form and content to Landlord; and (4) contain an endorsement prohibiting cancellation, failure to renew, reduction of amount of insurance or change in coverage without the insurer first giving Landlord thirty (30) days' prior written notice of such proposed action. No such policy shall contain any deductible provision except as otherwise approved in writing by Landlord, which approval shall not be unreasonably withheld. Landlord reserves the right from time to time to reasonably require higher minimum amounts or different types of insurance standard for buildings of this class in Reston, Virginia. Tenant shall deliver an Acor 25 certificate with respect to all liability and personal property insurance and an Acor 28 certificate with respect to all commercial property insurance and receipts evidencing payment therefor (and, upon request, copies of all required insurance policies, including endorsements and declarations) to Landlord on or before the Lease Commencement Date and at least annually thereafter. If Tenant fails to provide evidence of insurance required to be provided by Tenant hereunder, prior to commencement of the Lease Term and thereafter within thirty (30) days following Landlord's request during the Lease Term (and in any event within thirty (30) days prior to the expiration date of any such coverage, any other cure or grace period provided in this Lease not being applicable hereto), Landlord shall be authorized (but not required) after ten (10) days' prior notice to procure such coverage in the amount stated with all costs thereof to be chargeable to Tenant and payable as additional rent upon written invoice therefor.

13.3 Landlord agrees to carry and maintain all-risk property insurance (with replacement cost coverage) covering the Building and Landlord's property therein in an amount required by its insurance company to avoid the application of any coinsurance provision. Landlord hereby waives its right of recovery against Tenant and releases Tenant from any and all liabilities, claims and losses for which Tenant may otherwise be liable to the extent Landlord receives proceeds from Landlord's property insurance therefor. Landlord shall secure a waiver of subrogation endorsement from its insurance carrier. Landlord also agrees to carry and maintain commercial general liability insurance in limits it reasonably deems appropriate (but in no event less than the limits required by Tenant pursuant to Section 13.2). Landlord may elect to carry such other additional insurance or higher limits as it reasonably deems appropriate. Tenant acknowledges that Landlord shall not carry insurance on, and shall not be responsible for damage to, Tenant's personal property or any Alterations (including Tenant's Work), and that Landlord shall not carry insurance against, or be responsible for any loss suffered by Tenant due to, interruption of Tenant's business.

ARTICLE XIV SERVICES AND UTILITIES

14.1 From and after the Lease Commencement Date, Landlord will provide to the Premises: air-conditioning and heating during the seasons they are required in Landlord's reasonable judgment; janitorial service after 5:30 p.m. on Monday through Friday (or, at Landlord's option, Sunday through Thursday) only (excluding Holidays) (a copy of Landlord's current cleaning specifications are attached to this Lease as Exhibit E); electric power from the utility provider sufficient for customary lighting purposes and normal office use; standard hot and cold water in Building standard bathrooms and chilled water in Building standard drinking fountains; elevator service (with at least one (1) elevator in operation at all times, except in the event of an emergency); landscaping and snow removal during the seasons they are required; and exterior window-cleaning service. If Tenant requires air-conditioning or heat beyond the Building Hours, then Landlord will furnish the same provided Tenant gives Landlord advance notice of such requirement (by 2:00 p.m. of the same day for extra service needed Monday through Friday, and by 2:00 p.m. on Friday for extra service needed on Saturday or Sunday). Tenant shall pay for such extra

service at Landlord's then standard charge for such services, which cost, as of the date of this Lease, is \$40 per hour per floor. To the extent Tenant provides or contracts for any services relating to any Building Structure or System or any service or utility being provided by Landlord to the Premises directly from the supplier (which Tenant shall not be permitted to do without Landlord's prior written consent, which consent shall not be unreasonably withheld conditioned or delayed), Tenant shall enter into and maintain a service contract therefor with a contractor licensed to do business in the jurisdiction in which the Building is located and otherwise approved by Landlord. Tenant shall have access to the Building twenty-four (24) hours per day each day of the year (except in the event of an emergency). Landlord shall provide a card key (or similar type of) access system to provide access to the Building and the Parking Facility at times other than Building Hours. A reasonable number of access cards or other means of access (not to exceed the Access Card Allotment shall be provided to Tenant at no cost to Tenant (except that Landlord may charge Tenant for replacement cards). Such access cards shall be issued by Landlord to the specific individuals that are designated by Tenant. Tenant shall not permit anyone, except for Tenant's employees, permitted subtenants and assigns and authorized guests, to enter the Building at times other than the Building Hours. All persons entering or exiting the Building at times other than the normal hours of operation of the Building shall, at Landlord's reasonable discretion, be required to sign in and out.

14.2 Tenant shall be entitled to operate regular office equipment within the Premises. In the event Landlord determines that Tenant's equipment is not usual or customary for an office occupancy, Landlord may install, at Tenant's expense submeters with respect to such equipment, and Tenant shall thereafter pay for such excess consumption at the then-current rates charged by the electric service provider selected and used by Landlord (or, at Landlord's sole option, Tenant shall thereafter pay for Tenant's entire consumption at such rates, with Landlord making an appropriate adjustment to Operating Charges on account thereof).

14.3 Tenant shall reimburse Landlord for the cost of any excess water, sewer and chiller usage in the Premises. Excess usage shall mean the excess of the estimated usage in the Premises (per square foot of rentable area) during any three (3) month billing period over the average usage (per square foot of rentable area) during the same period for the entire Building, as reasonably calculated by Landlord in good faith.

14.4 Landlord shall not have any liability to Tenant, and Tenant shall not be entitled to terminate this Lease or receive a rent abatement, in the event of Landlord's failure or inability to furnish any of the utilities or services required to be furnished by Landlord hereunder; provided, however, that (a) if Landlord is not proceeding diligently and in good faith to correct such failure or inability, and if all or substantially all of the Premises is rendered unusable by Tenant for a continuous period of five (5) consecutive days after Tenant gives Landlord written notice thereof, and if Tenant does not in fact use the Premises during such period, then, so long as no Event of Default exists under this Lease, Tenant shall be entitled, as its sole and exclusive remedy, to an abatement of the Base Rent payable hereunder for the period beginning on the day after such five (5) day period ends and continuing until the earlier of the date Tenant resumes use or occupancy of the Premises or the date use of the Premises is restored to Tenant; and (b) Landlord shall use reasonable efforts to restore such failure or inability so long as such failure or inability is within Landlord's reasonable control to correct.

ARTICLE XV LIABILITY OF LANDLORD

15.1 Except to the extent resulting solely and directly from Landlord's gross negligence, Landlord and Landlord's Representatives shall not be liable to Tenant or any other person or entity for any damage, injury, loss or claim based on or arising out of any cause whatsoever (except as otherwise provided in this Section), including the following: repair to any portion of the Premises or the Building; interruption in the use of the Premises (except as expressly set forth in this Lease) or the Building or any equipment therein; any accident or damage resulting from any use or operation (by Landlord, Tenant or any other person or entity) of elevators or heating, cooling, electrical, sewage or plumbing equipment or apparatus; termination of this Lease by reason of damage to the Premises or the Building; any fire, robbery, theft, vandalism, mysterious disappearance or any other casualty; actions of any other tenant of the Building or of any other person or entity; failure or inability to furnish any service specified in this Lease; and leakage in any part of the Premises or the Building 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 Premises or the Building. If any condition exists which may be the basis of a claim of constructive eviction, then Tenant shall give Landlord written notice thereof and a reasonable opportunity to correct such condition, and in the interim Tenant shall not claim that it has been constructively evicted. Any property placed by Tenant or any Agent in or about the Premises or the Building shall be at the sole risk of Tenant, and Landlord shall not in any manner be held responsible therefor. Any person receiving an article delivered for Tenant shall be acting as Tenant's agent for such purpose and not as Landlord's agent.

For purposes of this Article, the term "Building" shall be deemed to include the Land. Notwithstanding the foregoing provisions of this Section, Landlord shall not be released from liability to Tenant for any physical injury to any natural person caused by the negligence or willful misconduct of Landlord or Landlord's Representatives to the extent such injury is not covered by insurance either carried by Tenant (or such person) or required by this Lease to be carried by Tenant; provided, however, that neither Landlord nor any of Landlord's Representatives (nor any past, present or future board member, partner, trustee, director, member, officer, employee, agent, representative or advisor of any of them) shall under any circumstances be liable for any exemplary, punitive, consequential or indirect damages (or for any interruption of or loss to business) in connection with or relating to this Lease.

15.2 (a) Except to the extent caused by the negligence or willful misconduct of Landlord or any Agent of Landlord, Tenant shall reimburse Landlord, its employees and agents for (as additional rent), and shall indemnify, defend upon request and hold them harmless from and against all reasonable Costs suffered by or claimed against them, directly or indirectly, based on or arising out of, in whole or in part, (i) use and occupancy of the Premises or the business conducted therein during the Lease Term and any renewals thereof, (ii) any negligent or willful act or omission of Tenant or any Agent of Tenant, (iii) any breach of Tenant's obligations under this Lease, including failure to comply with Laws or surrender the Premises upon the expiration or earlier termination of the Lease Term, or (iv) any entry by Tenant or any Agent of Tenant upon the Land prior to the Lease Commencement Date.

(b) Except to the extent caused by the negligence or willful misconduct of Tenant or an Agent of Tenant, Landlord shall reimburse Tenant and shall indemnify and hold Tenant harmless from and against all Costs suffered or claimed against Tenant as a result of Landlord's use or control of the Common Areas of the Building and the Building Structure and Systems.

15.3 No landlord hereunder shall be liable for any obligation or liability based on or arising out of any event or condition occurring during the period that such landlord was not the owner of the Building or a landlord's interest therein. Within ten (10) days after request, Tenant shall attorn to any transferee landlord and execute, acknowledge and deliver any document submitted to Tenant confirming such attornment provided such transferee assumes the obligations of Landlord hereunder which accrue from and after the date of the transfer.

15.4 Tenant shall not have the right to set off or deduct any amount allegedly owed to Tenant pursuant to any claim against Landlord from any rent or other sum payable to Landlord, except as may otherwise be provided by federal statute, including but not limited to the Bankruptcy Code. Tenant's sole remedy for recovering upon such claim shall be to institute an independent action against Landlord, which action shall not be consolidated with any action of Landlord; provided, however, that the foregoing shall not prohibit Tenant from asserting a compulsory counterclaim in any proceeding instituted by Landlord against the Tenant that is required to be brought by applicable statute and will be deemed forever waived if not then asserted by Tenant.

15.5 If Tenant or any Agent is awarded a money judgment against Landlord, then recourse for satisfaction of such judgment shall be limited to execution against Landlord's estate and interest in the Building which shall be deemed to include proceeds actually received by Landlord from any sale of the Building (net of all expenses of sale), and any of Landlord's contract rights to any such proceeds, insurance or condemnation proceeds (subject to the rights of any Mortgagees), and rental income from the Building (net of all expenses) and contract rights to such rental income to the extent such proceeds are held in an account for Landlord and have not been applied or distributed by Landlord in the ordinary course of business (*i.e.*, not as a fraud against creditors or as a fraudulent conveyance or assignment as to Tenant). No other asset of Landlord, and no asset of any of Landlord's Representatives (or any past, present or future board member, partner, director, member, officer, trustee, employee, agent, representative or advisor of any of them (each, an "officer")) or any other person or entity, shall be available to satisfy or be subject to any such judgment. No such Landlord's Representative, officer or other person or entity shall be held to have personal liability for satisfaction of any claim or judgment whatsoever under this Lease.

ARTICLE XVI RULES

16.1 Tenant and Agents shall at all times abide by and observe the rules specified in Exhibit C. Tenant and Agents shall also abide by and observe any other rule that Landlord may reasonably promulgate from time to time for the operation and maintenance of the Building, provided that written notice thereof is given and such rule is not inconsistent with the provisions of this Lease. All rules shall be binding upon Tenant and enforceable by Landlord as if they were contained herein. Nothing contained in this Lease shall be construed as imposing upon Landlord any duty or obligation to enforce such rules, 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 by any other tenant or its employees.

agents, assignees, subtenants, invitees or licensees. Landlord shall use reasonable efforts not to enforce any rule or regulation in a biased manner which unreasonably discriminates among similarly situated tenants.

ARTICLE XVII
DAMAGE OR DESTRUCTION

17.1 If the Premises or the Building are totally or partially damaged or destroyed thereby rendering the Premises totally or partially inaccessible or unusable, then Landlord shall diligently repair and restore the Premises and the Building to substantially the same condition they were in prior to such damage or destruction; provided, however, that if in Landlord's reasonable judgment such repair and restoration cannot be completed within two hundred ten (210) days after the occurrence of such damage or destruction (taking into account the time needed for effecting a satisfactory settlement with any insurance company involved, removal of debris, preparation of plans and issuance of all required governmental permits), then Landlord shall have the right to terminate this Lease by giving written notice of termination within forty-five (45) days after the occurrence of such damage or destruction. If this Lease is terminated pursuant to this Article, then rent shall be apportioned (based on the portion of the Premises which is usable or used after such damage or destruction) and paid to the earlier of the date of termination or the date Tenant completely vacates and abandons the Premises on account of such damage and Landlord shall be entitled to any insurance proceeds received by Tenant that are attributable to Tenant's Work and other improvements insured or required to be insured by Tenant that would remain in the Premises at the end of the Lease Term. If this Lease is not terminated as a result of such damage or destruction, then until such repair and restoration of the Premises are substantially complete, Tenant shall be required to pay rent only for the portion of the Premises that is usable while such repair and restoration are being made; provided, however, that (x) if such damage or destruction was caused by the negligent act or omission of Tenant or any Agent of Tenant, then Tenant shall not be entitled to any such rent reduction and (y) if Tenant fails to immediately pay over to Landlord insurance proceeds when received from Tenant's insurance under which Landlord is an additional insured any such rent abatement shall end on the date when Landlord would have been able to substantially complete repair and restoration of the Premises had Tenant timely paid Landlord such insurance proceeds. After receipt of all insurance proceeds (including proceeds of insurance maintained by Tenant), Landlord shall proceed with and bear the expenses of such repair and restoration of the Premises and the Building; provided, however, that (a) if such damage or destruction was caused by the negligent act or omission of Tenant or any Agent of Tenant, then Tenant shall pay Landlord's deductible and the amount by which such expenses exceed the insurance proceeds, if any, actually received by Landlord on account of such damage or destruction (or, if Landlord fails to maintain the insurance required by Section 13.3, that Landlord would have received to the extent Landlord maintained such insurance required by Section 13.3), (b) Tenant shall pay the amount by which the cost of restoring any item which Landlord is required to restore and Tenant is required to insure exceeds the insurance proceeds received with respect thereto, and (c) Landlord shall not be required to repair or restore any tenant improvements installed in the Premises (except to the extent Landlord receives proceeds therefor from Tenant's insurance), any Alterations or any other contents of the Premises (including Tenant's trade fixtures, decorations, furnishings, equipment or personal property). Notwithstanding anything herein to the contrary, Landlord shall have the right to terminate this Lease if (1) insurance proceeds plus deductibles are insufficient to pay the full cost of such repair and restoration (so long as Landlord maintains the insurance required by Section 13.3), (2) the holder of any Mortgage fails or refuses to make such insurance proceeds available for such repair and restoration, (3) zoning or other applicable Laws or regulations do not permit such repair and restoration, or (4) the damage to the Building exceeds thirty-five percent (35%) of the replacement value of the Building. Tenant shall have the right to terminate this Lease if the damage to the Premises occurs within the last one (1) year of the Lease Term; by providing Landlord 30 days written notice within forty-five (45) days after the occurrence of such damage or destruction.

17.2 If, within forty-five (45) days after the occurrence of the damage or destruction described in Section 17.1, Landlord determines in its sole but reasonable judgment that the repairs and restoration cannot be substantially completed within two hundred ten (210) days after the date of such damage or destruction, and provided Landlord does not elect to terminate this Lease pursuant to this Article, then Landlord shall promptly notify Tenant of such determination. For a period continuing through the later of the thirtieth (30th) day after the occurrence of the damage or destruction or the tenth (10th) day after receipt of such notice, Tenant shall have the right to terminate this Lease by providing written notice to Landlord (which date of such termination shall be not more than thirty (30) days after the date of Tenant's notice to Landlord). The foregoing right of termination is in addition to any right of termination Tenant possesses under Section 17.1 above. Notwithstanding any of the foregoing to the contrary, Tenant shall not have the right to terminate this Lease if the willful misconduct of Tenant or any Agent of Tenant shall have caused the damage or destruction.

ARTICLE XVIII
CONDEMNATION

18.1 If one-third or more of the Premises, or the use or occupancy thereof, shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose or sold under threat of such a taking or condemnation (collectively, "condemned"), then this Lease shall terminate on the day prior to the date title thereto vests in such authority and rent shall be apportioned as of such date. If less than one-third of the Premises or occupancy thereof is condemned, then this Lease shall continue in full force and effect as to the part of the Premises not so condemned, except that as of the date title vests in such authority Tenant shall not be required to pay rent with respect to the part of the Premises so condemned. Landlord shall notify Tenant of any condemnation contemplated by this Section promptly after Landlord receives notice thereof. Within ten (10) days after receipt of such notice, Tenant shall have the right to terminate this Lease with respect to the remainder of the Premises not so condemned as of the date title vests in such authority if such condemnation renders said remainder of the Premises totally unusable for their intended purpose. Notwithstanding anything herein to the contrary, if twenty-five percent (25%) or more of the Land or the Building is condemned, then whether or not any portion of the Premises is condemned, Landlord shall have the right to terminate this Lease as of the date title vests in such authority.

18.2 All awards, damages and other compensation paid on account of such condemnation shall belong to Landlord, and Tenant assigns to Landlord all rights to such awards, damages and compensation. Tenant shall not make any claim against Landlord or such authority for any portion of such award, damages or compensation attributable to damage to the Premises, value of the unexpired portion of the Lease Term, loss of profits or goodwill, leasehold improvements or severance damages. Nothing contained herein, however, shall prevent Tenant from pursuing a separate claim against the authority for relocation expenses and for the value of furnishings, equipment and trade fixtures installed in the Premises at Tenant's expense and which Tenant is entitled pursuant to this Lease to remove at the expiration or earlier termination of the Lease Term, provided that such claim shall in no way diminish the award, damages or compensation payable to or recoverable by Landlord in connection with such condemnation.

ARTICLE XIX
DEFAULT

19.1 If there shall be an Event of Default (even if prior to the Lease Commencement Date), then the provisions of Section 19.2 shall apply, except as otherwise preempted by federal statute, including the Bankruptcy Code.

19.2 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. The provisions of this Article shall operate as a notice to quit, and Tenant hereby waives any other notice to quit or notice of Landlord's intention to re-enter the Premises or terminate this Lease. Landlord may proceed to recover possession of the Premises under applicable Laws, 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 this Lease on the part of Landlord to be done and performed shall cease without prejudice, however, to Tenant's liability for all Base Rent, additional rent and other sums specified herein. Whether or not this Lease and/or Tenant's right of possession is terminated, Landlord shall have the right, at its sole option, to terminate any renewal or expansion right contained in this Lease and to grant or withhold any consent or approval pursuant to this Lease in its sole and absolute discretion. If Tenant is in an Event of Default under this Lease, Landlord agrees to make reasonable efforts to mitigate its damages, provided that (a) Landlord shall have no obligation to lease the Premises before any other space which may then be available or thereafter become available in the Building; (b) Tenant shall also have an obligation to make reasonable efforts to reduce any damages caused by its breach of this Lease or other Event of Default hereunder; and (c) it shall be Tenant's burden to prove that Landlord failed to comply with any standard imposed upon Landlord in this subsection. Tenant hereby expressly waives, for itself and all persons claiming by, through or under it, any right of redemption, re-entry or restoration of the operation of this Lease under any present or future Law, including any such right which Tenant would otherwise have in case Tenant shall be dispossessed for any cause, or in case Landlord shall obtain possession of the Premises as herein provided. Landlord may relet the Premises or any part thereof, alone or together with other premises, for such term(s) (which may extend beyond the date on which the Lease Term would have expired but for Tenant's default) and on such terms and conditions (which may include any concessions or allowances granted by Landlord) as Landlord, in its sole but reasonable 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 all or any portion of the Premises (provided Landlord has complied with the provisions of this Section 19.2) or to collect any rent due upon such reletting (but, in such event, Landlord

agrees to assign to Tenant its claim for unpaid rent due upon reletting). Whether or not this Lease and/or Tenant's right of possession is terminated or any suit is instituted, Tenant shall be liable for any Base Rent, additional rent, damages or other sum which may be due or sustained prior to such default, and for all costs, fees and expenses (including reasonable attorneys' fees and costs, brokerage fees, expenses incurred in placing the Premises in first-class rentable condition, advertising expenses, and any concessions or allowances granted by Landlord) incurred by Landlord in pursuit of its remedies hereunder and/or in recovering possession of the Premises and renting the Premises to others from time to time. Tenant also shall be liable for additional damages which at Landlord's election shall be either: (a) an amount equal to the Base Rent and additional rent due or which would have become due from the date of Tenant's default through the remainder of the Lease Term, less the amount of rental, if any, which Landlord receives during such period from others to whom the Premises may be rented (other than any additional rent received by Landlord as a result of any failure of such other person to perform any of its obligations to Landlord), which amount shall be computed and payable in monthly installments, in advance, on the first day of each calendar month following Tenant's default and continuing until the date on which the Lease Term would have expired but for Tenant's default, it being understood that separate suits may be brought from time to time to collect any such damages for any month(s) (and any such separate suit shall not in any manner prejudice the right of Landlord to collect any damages for any subsequent month(s)), or Landlord may defer initiating any such suit until after the expiration of the Lease Term (in which event such deferral shall not be construed as a waiver of Landlord's rights as set forth herein and Landlord's cause of action shall be deemed not to have accrued until the expiration of the Lease Term) and it being further understood that if Landlord elects to bring suits from time to time prior to reletting the Premises, Landlord shall be entitled to its full damages through the date of the award of damages without regard to any Base Rent, additional rent or other sums that are or may be projected to be received by Landlord upon reletting of the Premises; or (b) an amount equal to the difference between (i) all Base Rent, additional rent and other sums due or which would be due and payable under this Lease as of the date of Tenant's default through the end of the scheduled Lease Term, and (ii) the fair market rental value of the Premises over the same period (net of all expenses (including attorneys' fees) and all vacancy periods reasonably projected by Landlord to be incurred in connection with the reletting of the Premises), as proved by Landlord, which difference shall be discounted at a rate equal to one (1) whole percentage point above the discount rate in effect on the date of payment at the Federal Reserve Bank nearest the Building, and which resulting amount shall be payable to Landlord in a lump sum on demand, as liquidated and agreed final damages, and upon payment of same, Tenant shall be released from further liability under this Lease. Tenant shall pay all reasonable expenses (including attorneys' fees) incurred by Landlord in connection with or as a result of any Event of Default whether or not a suit is instituted. The provisions contained in this Section shall be in addition to, and shall not prevent the enforcement of, any claim Landlord may have against Tenant for anticipatory breach of this Lease (including, the right of injunction and the right to invoke any remedy allowed at law or in equity as if reentry, summary proceedings and other remedies were not provided for herein). Nothing herein shall be construed to affect or prejudice Landlord's right to prove, and claim in full, unpaid rent accrued prior to termination of this Lease. If Landlord is entitled, or Tenant is required, pursuant to any provision hereof to take any action upon the termination of the Lease Term, then Landlord shall be entitled, and Tenant shall be required, to take such action also upon the termination of Tenant's right of possession.

19.3 All rights and remedies of Landlord set forth in this Lease are cumulative and in addition to all other rights and remedies available to Landlord at law or in equity, including those available as a result of any anticipatory breach of this Lease. The exercise by Landlord of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. No delay or failure by Landlord or Tenant to exercise or enforce any of its respective rights or remedies or the other party's obligations (except to the extent a time period is specified in this Lease therefor) shall constitute a waiver of any such or subsequent rights, remedies or obligations. Neither party shall be deemed to have waived any default by the other party unless such waiver expressly is set forth in a written instrument signed by the party against whom such waiver is asserted. If Landlord waives in writing any default by Tenant, 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, then the same shall not constitute a waiver 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 installment of 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. Absent an express agreement between both parties to the contrary, Landlord may accept the same without prejudice to Landlord's right to recover the balance of such rent or other sums or to pursue any other remedy. Notwithstanding any request or designation by Tenant, and absent an express agreement between both parties to the contrary, Landlord may apply any payment received from Tenant to any payment then due. 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 fails to make any payment to any third party or to do any act herein required to be done by Tenant, then Landlord may, after written notice to Tenant and failure to cure within any applicable cure period, but shall not be required to, make such payment or do such act. The taking of such action by Landlord shall not be considered a cure of such default by Tenant or prevent Landlord from pursuing any remedy it is otherwise entitled to in connection with such default. If Landlord elects to make such payment or do such act, then all reasonable expenses incurred by Landlord, plus interest thereon at the Default Rate from the date incurred by Landlord to the date of payment thereof by Tenant, shall constitute additional rent due hereunder.

19.6 If Tenant fails to make any payment of Base Rent, additional rent or any other sum on or before the date such payment is due and payable, then Landlord shall have the right to impose upon Tenant in writing a late charge of five percent (5%) of the amount of such payment. In addition, such payment and such late fee shall bear interest at the Default Rate from the date such payment or late fee, respectively, became due to the date of payment thereof by Tenant. Such late charge and interest shall constitute additional rent due hereunder without any notice or demand.

19.7 If more than one natural person or entity shall constitute Tenant, then the liability of each such person or entity shall be joint and several. If Tenant is a general partnership or other entity the partners or members of which are subject to personal liability, then the liability of each such partner or member shall be joint and several. No waiver, release or modification of the obligations of any such person or entity shall affect the obligations of any other such person or entity.

ARTICLE XX BANKRUPTCY

20.1 Upon occurrence of an Event of Bankruptcy, Landlord's rights and remedies available pursuant to Article XIX and the Bankruptcy Code shall be subject to the provisions of the Bankruptcy Code and to all rights and remedies of the Trustee while a case is pending. After the commencement of a Case: (i) Trustee shall perform all post-petition obligations of Tenant under this Lease; and (ii) if Landlord is entitled to damages (including unpaid rent) pursuant to the terms of this Lease, then all such damages shall be entitled to administrative expense priority pursuant to the Bankruptcy Code. Tenant acknowledges that this Lease is a lease of nonresidential real property and therefore Tenant, as the debtor in possession, or the Trustee shall not seek or request any extension of time to assume or reject this Lease or to perform any obligations of this Lease which arise from or after the order of relief. Any person or entity to which this Lease is assigned pursuant to the Bankruptcy Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of assignment, and any such assignee shall upon request execute and deliver to Landlord an instrument confirming such assumption. Trustee shall not have the right to assume or assume and assign this Lease unless Trustee promptly (a) cures all defaults under this Lease, (b) compensates Landlord for damages incurred as a result of such defaults, (c) provides adequate assurance of future performance on the part of Trustee as debtor in possession or Trustee's assignee, and (d) complies with all other requirements of the Bankruptcy Code. If Trustee desires to assume and assign this Lease to any person who shall have made a bona fide offer, then Trustee shall give Landlord written notice of such proposed assignment (which notice shall set forth the name and address of such person, all of the terms and conditions of such offer, and the adequate assurance to be provided Landlord to assure such person's future performance under this Lease) no later than fifteen (15) days after receipt by Trustee of such offer, but in no event later than thirty (30) days prior to the date Trustee shall make application to the appropriate court for authority and approval to enter into such assignment and assumption, and Landlord shall thereupon have the prior right and option, to be exercised by notice to Trustee given at any time prior to the effective date of such proposed assignment, to accept (or to cause Landlord's designee to accept) an assignment of this Lease upon the same terms and conditions and for the same consideration, if any, as the bona fide offer made by such person, less any brokerage commissions which may be payable out of the consideration to be paid by such person for the assignment of this Lease. If Trustee fails to assume or assume and assign this Lease in accordance with the requirements of the Bankruptcy Code within sixty (60) days after the initiation of the Case (or such other period as may be provided by the Bankruptcy Code or allowed by the United States Bankruptcy Court for same), then Trustee shall be deemed to have rejected this Lease. If this Lease is rejected or deemed rejected, then Landlord shall have all rights and remedies available to it pursuant to Article XIX. At any time during the Term, upon not less than five (5) days prior written notice, Tenant shall provide Landlord with the most current financial statement for Tenant and any such person and financial statements for the two (2) years prior to the current financial statement year. Such statements are to be certified by Tenant to be true, correct and complete, prepared in accordance with generally accepted accounting principles and, if it is the normal practice of Tenant, audited by any independent certified public accountant.

ARTICLE XXI
SUBORDINATION

21.1 This Lease is subject and subordinate to the lien, provisions, operation and effect of all Mortgages, to all funds and indebtedness intended to be secured thereby, and to all renewals, extensions, modifications, recastings or refinancings thereof. Said subordination and the provisions of this Section shall be self-operative and no further instrument of subordination shall be required to effectuate such subordination. The holder of any Mortgage to which this Lease is subordinate shall have the right (subject to any required approval of the holders of any superior Mortgage) at any time to declare this Lease to be superior to the lien, provisions, operation and effect of such Mortgage.

21.2 Tenant shall at Landlord's request promptly execute any requisite document confirming such subordination. In the event Tenant fails to promptly respond to Landlord's request, Tenant appoints Landlord as Tenant's attorney in fact to execute any such factually accurate document for Tenant. Tenant waives the provisions of any statute or rule of law now or hereafter in effect which may give or purport to give Tenant any right to terminate or otherwise adversely affect this Lease and Tenant's obligations hereunder in the event any foreclosure proceeding is prosecuted or completed or in the event the Building, the Land or Landlord's interest therein is transferred by foreclosure, by deed in lieu of foreclosure or otherwise. If this Lease is not extinguished upon any transfer of the Building or Land by way of a foreclosure or deed in lieu of foreclosure or by the transferee following such transfer, then, at the request of such transferee and assumption of Landlord's obligations as required hereby, Tenant shall attorn to such transferee and shall recognize such transferee as the landlord under this Lease. Tenant agrees that upon any such attornment, such transferee shall not be (a) bound by or required to credit Tenant with any prepayment of the Base Rent or additional rent more than thirty (30) days in advance or any deposit, rental security or any other sums deposited with any prior landlord under the Lease (including Landlord) unless said sum is actually received by such transferee, (b) bound by any amendment, modification or termination of this Lease made without the consent of the holder of each Mortgage existing as of the date of such amendment, (c) liable for any breach, act or omission of any prior landlord under the Lease (including Landlord) or any damages arising therefrom; (d) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord), (e) liable for any late completion of any construction of the Premises or tenant improvement work to the Premises commenced or agreed to by any prior landlord under the Lease (including Landlord), (f) liable for payment of any damages, fees or penalties payable by any landlord under the Lease (including Landlord) to Tenant including but not limited to fees or penalties for failure to deliver the Premises in a timely fashion, or (g) bound by any obligation which may appear in this Lease to pay any sum of money to Tenant; provided, however, that after succeeding to Landlord's interest under this Lease, such transferee shall agree to perform in accordance with the terms of this Lease all obligations of Landlord arising after the date of transfer. Within fifteen (15) days after the request of such transferee, Tenant shall execute, acknowledge and deliver any requisite or appropriate document submitted to Tenant confirming such attornment.

21.3 Landlord shall use commercially reasonable efforts to obtain for Tenant a non-disturbance agreement (recognizing Tenant's rights under this Lease) from the holder of any future Mortgage encumbering the Building and/or the Land on such holders standard form nondisturbance agreement.

ARTICLE XXII
HOLDING OVER

22.1 Tenant acknowledges that, if Tenant fails to surrender the Premises or any portion thereof at the expiration or earlier termination of the Lease Term, then it will be conclusively presumed that the value to Tenant of remaining in possession will exceed the Base Rent and additional rent that would have been payable had the Lease Term continued during such holdover period. Therefore, if Tenant (or anyone claiming through Tenant) does not immediately surrender the Premises or any portion thereof upon the expiration or earlier termination of the Lease Term, then the rent payable by Tenant hereunder shall be increased to the following percentages of the Base Rent, additional rent and other sums that would have been payable pursuant to the provisions of this Lease if the Lease Term had continued during such holdover period: one hundred fifty percent (150%) for each of the first (1st) and second (2nd) months of such holdover; and two hundred percent (200%) for each month thereafter. Such rent shall be computed by Landlord and paid by Tenant on a monthly basis and shall be payable on the first day of such holdover period and the first day of each calendar month thereafter during such holdover period until the Premises have been vacated. Notwithstanding any other provision of this Lease, Landlord's acceptance of such rent shall not in any manner adversely affect Landlord's other rights and remedies, including Landlord's right to evict Tenant and to recover all damages. Any such holdover shall be deemed to be a tenancy-at-sufferance and not a tenancy-at-will or tenancy from month-to-month. In no event shall any holdover be deemed a permitted extension or renewal of the Lease Term, and nothing contained herein shall be construed to constitute Landlord's consent to any holdover or to give Tenant any right with respect thereto.

ARTICLE XXIII
COVENANTS OF LANDLORD

23.1 In addition to the other covenants and provisions of this Lease, Landlord covenants that it has the right to enter into this Lease, and that if Tenant shall perform timely all of its obligations hereunder, then, subject to the provisions of this Lease, Tenant shall during the Lease Term peaceably and quietly occupy and enjoy the full possession of the Premises (i.e., quiet enjoyment) without hindrance by Landlord, its employees or agents.

23.2 Subject to other applicable terms and provisions expressly provided in this Lease, Landlord reserves the following rights: (a) to change the street address and name of the Building provided that Tenant's access to the Premises is not permanently, materially and adversely affected; (b) to change the arrangement and location of entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets or other public parts of, and make additions to, the Building provided that Tenant's access to the Premises is not permanently, materially and adversely affected; (c) to erect, use and maintain pipes, wires, structural supports, ducts and conduits in and through the plenum areas of the Premises; (d) to grant to anyone the exclusive right to conduct any particular business in the Building not inconsistent with Tenant's permitted use of the Premises; (e) to exclusively use and/or lease the roof areas (subject to Tenant's roof rights contained in this Lease), the sidewalks and other exterior areas; (f) to resubdivide the Land or to combine the Land with other lands; (g) to relocate any parking areas designated for Tenant's use, provided the same are on the Land; (h) to construct improvements (including kiosks) on the Land and in the public and Common Areas of the Building; (i) to prohibit smoking in the entire Building or portions thereof (including the Premises), so long as such prohibitions are in accordance with applicable law; and (j) if any excavation or other substructure work shall be made or authorized to be made upon land adjacent to the Building or the Land, to enter the Premises for the purpose of doing such work as is required to preserve the walls of the Building and to preserve the land from injury or damage and to support such walls and land by proper foundations. Subject to the other applicable terms and provisions expressly provided in this Lease, Landlord may exercise any or all of the foregoing rights without being deemed to be guilty of an eviction, actual or constructive, or a disturbance of Tenant's business (except as otherwise expressly set forth in this Lease) or use or occupancy of the Premises and Tenant shall have no claim against Landlord in connection therewith. With respect to (b), (c), (e), (g), (h) and (j) above, Landlord shall use reasonable efforts to minimize interference with Tenant's normal business operations in the Premises (subject, however, in all cases to governmental requirements, emergencies and/or temporary maintenance and repair activities, and in no event shall Landlord have any obligation to employ contractors or labor at overtime or other premium pay rates or incur any other overtime costs). In the event that Landlord's actions under this Section 23.2 reduce the square footage of the Premises, Base Rent and other charges under this Lease based upon square footage will be adjusted accordingly.

ARTICLE XXIV
PARKING

24.1 During the Lease Term, Landlord agrees to make available (or to cause the Parking Facility operator to make available) to Tenant and its employees, monthly parking permits for the unreserved parking of standard-sized passenger automobiles in the Parking Facility in an amount equal to the Permit Allotment. In addition, Landlord agrees that, during the Lease Term and any extensions thereof, those spaces in the circle in the front of the Building shall be reserved for visitor parking. The Tenant's permits shall be non-exclusive, unassigned spaces on a self-park or attendant-park basis. Except as otherwise provided herein, contracts for parking permits shall be with the Parking Facility operator and shall contain the same terms as are usually contained in contracts with other customers of the Parking Facility operator. During the initial Lease Term there shall be no charge for unreserved or reserved parking spaces provided to Tenant pursuant to the provisions of this Lease; nor shall any charge be imposed for reserved spaces during any Renewal Term; provided, however, that Landlord shall be permitted to charge a reasonable fee for any parking replacement cards, the current cost of which is \$15.00 per card. Tenant shall not use or permit the use of any surface parking areas located on the Land for any parking by Tenant or its employees, such surface parking areas being reserved by Landlord, as Landlord deems appropriate, for use by Landlord and visitors of the Building only. Tenant shall not use the Parking Facility for the servicing or extended storage of vehicles. Tenant shall not assign, sublet or transfer any permits hereunder, except in connection with any assignment or sublease permitted pursuant to Article VII hereof where parking is provided for in the sublease or assignment. Landlord reserves the right to institute either a Parking Facility operator system, a valet parking system or a self-parking system, or to otherwise change the parking system at no cost or expense to Tenant. Tenant and its employees shall observe reasonable safety precautions in the use of the Parking Facility or any other parking area and shall at all times abide by all rules and regulations governing the use of the Parking Facility. If Landlord, in its sole and absolute discretion, grants to any other tenant of the Building the exclusive right to use any particular parking spaces, then neither Tenant nor its employees or visitors shall use such spaces; provided that such parking space shall be limited so as not to impede on Tenant's parking rights contained in this

Lease. The Parking Facility will remain open on Monday through Friday (excluding legal holidays) during the hours of 7 a.m. to 7 p.m.; however, automobiles may exit (but not enter) the Parking Facility at any time. Landlord reserves the right to close the Parking Facility or any other parking area during periods of unusually inclement weather or for alterations, improvements or repairs. At all times when the Parking Facility is closed, monthly permit holders shall be afforded access to the Parking Facility by means of a magnetic card or other procedure provided by Landlord or the Parking Facility operator. Landlord does not assume any responsibility, and shall not be held liable, for any damage or loss to any automobile or personal property in or about the Parking Facility or any other parking area, or for any injury sustained by any person in or about the Parking Facility or any other parking area. Landlord shall not be liable to Tenant and this Lease shall not be affected if any parking rights hereunder are impaired by any Law imposed after the Lease Commencement Date. Landlord reserves the right to determine in its reasonable discretion whether the parking facilities are becoming crowded and to allocate and assign parking spaces among Tenant and the other tenants provided that the Parking Allotment will not be reduced thereby.

ARTICLE XXV GENERAL PROVISIONS

25.1 Tenant acknowledges that neither Landlord nor any broker, agent or employee of Landlord has made any representation or promise with respect to the Premises or any portion of the Building except as herein expressly set forth, and no right, privilege, easement or license is being acquired by Tenant except as herein expressly set forth.

25.2 Nothing contained in this Lease shall be construed as creating any relationship between Landlord and Tenant other than that of landlord and tenant, and no estate shall pass out of Landlord. Tenant shall not use the name of the Building for any purpose other than as the address of the business to be conducted by Tenant in the Premises, use the name of the Building as Tenant's business address after Tenant vacates the Premises, or do or permit to be done anything in connection with Tenant's business or advertising which in the reasonable judgment of Landlord may reflect unfavorably on Landlord or the Building or confuse or mislead the public as to any apparent connection or relationship between Landlord, the Building and Tenant.

25.3 Landlord and Tenant each warrants to the other that in connection with this Lease it has not employed or dealt with any broker, agent or finder, other than the Brokers. It is understood that Landlord shall pay the Brokers pursuant to separate agreements. Tenant shall indemnify and hold Landlord harmless from and against any claim for brokerage or other commissions, or for a lien under any applicable broker's lien law, asserted by any broker, agent or finder employed by Tenant or with whom Tenant has dealt, other than the Brokers. Landlord shall indemnify and hold Tenant harmless from and against any claim for brokerage or other commissions asserted by the Brokers and any other broker, agent or finder employed by Landlord or with whom Landlord has dealt. Tenant's and Landlord's indemnities set forth in this Section shall survive the expiration or earlier termination of the Lease Term.

25.4 At any time and from time to time, not to exceed two (2) times in any Lease Year, upon not less than fifteen (15) days' prior written notice, Tenant and each subtenant, assignee, licensee or concessionaire or occupant of Tenant shall execute, acknowledge and deliver to Landlord and/or any other person or entity designated by Landlord, a written statement certifying: (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications); (b) the dates to which the rent and any other charges have been paid; (c) to Tenant's knowledge, whether or not Landlord is in default in the performance of any obligation, and if so, specifying the nature of such default; (d) the address to which notices to Tenant are to be sent; (e) that this Lease is subject and subordinate to all Mortgages encumbering the Building or the Land; (f) that Tenant has accepted the Premises and that all work thereto has been completed (or if such work has not been completed, specifying the incomplete work); and (g) such other matters as Landlord may reasonably request. Any such statement may be relied upon by any owner of the Building or the Land, any prospective purchaser of the Building or the Land, any holder or prospective holder of a Mortgage or any other person or entity. Tenant acknowledges that time is of the essence to the delivery of such statements and that Tenant's failure to deliver timely such statements may cause substantial damages resulting from, for example, delays in obtaining financing.

25.5 LANDLORD, TENANT, ALL GUARANTORS AND ALL GENERAL PARTNERS EACH WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED 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. TENANT CONSENTS TO SERVICE OF PROCESS AND ANY PLEADING RELATING TO ANY SUCH ACTION AT THE PREMISES; PROVIDED, HOWEVER, THAT

NOTHING HEREIN SHALL BE CONSTRUED AS REQUIRING SUCH SERVICE AT THE PREMISES. TENANT WAIVES ANY RIGHT TO RAISE ANY NON-COMPULSORY COUNTERCLAIM IN ANY SUMMARY OR EXPEDITED ACTION OR PROCEEDING INSTITUTED BY LANDLORD. LANDLORD, TENANT, ALL GUARANTORS AND ALL GENERAL PARTNERS EACH WAIVES ANY OBJECTION TO THE VENUE OF ANY ACTION FILED IN ANY COURT SITUATED IN THE JURISDICTION IN WHICH THE BUILDING IS LOCATED, AND WAIVES ANY RIGHT, CLAIM OR POWER, UNDER THE DOCTRINE OF FORUM NON CONVENIENS OR OTHERWISE, TO TRANSFER ANY SUCH ACTION TO ANY OTHER COURT.

25.6 All notices or other communications required under this Lease shall be in writing and shall be deemed duly given and received when delivered in person (with receipt therefor), on the next business day after deposit with a recognized overnight delivery service, or on the second day after being sent by certified or registered mail, return receipt requested, postage prepaid, to the following addresses: (a) if to Landlord, at the Landlord Notice Address specified in Article I; (b) if to Tenant, at the Tenant Notice Address specified in Article I. Either party may change its address for the giving of notices by reasonable, advanced written notice given in accordance with this Section. If Landlord or the holder of any Mortgage notifies Tenant in writing that a copy of any notice to Landlord shall be sent to such holder at a specified address, then Tenant shall send (in the manner specified in this Section and at the same time such notice is sent to Landlord) a copy of each such notice to such holder, and no such notice shall be considered duly sent unless such copy is so sent to such holder. Any such holder shall have thirty (30) days after receipt of such notice to cure any Landlord default before Tenant may exercise any remedy (provided that in the case of a Landlord default arising from an act or omission which cannot be reasonably remedied within said thirty (30) day period, then the holder of any Mortgage shall have as long as reasonably necessary to remedy such act or omission provided that (i) such holder commences such remedy and notifies Tenant within said thirty (30) day period of holder's desire to remedy, and (ii) holder pursues completion of such remedy with due diligence following such giving of notice and following the time when holder should have become entitled under the Mortgage to remedy the same). Any cure of Landlord's default by such holder shall be treated as performance by Landlord.

25.7 Each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, then such provision shall be deemed to be replaced by the valid and enforceable provision most substantively similar to such invalid or unenforceable provision, and the remainder of this Lease and 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. Nothing contained in this Lease shall be construed as permitting Landlord to charge or receive interest in excess of the maximum rate allowed by law.

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

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

25.10 This Lease contains and embodies the entire agreement of the parties hereto and supersedes all prior agreements, negotiations, letters of intent, proposals, representations, warranties, understandings, suggestions and discussions, whether written or oral, between the parties hereto. Any representation, inducement, warranty, understanding or agreement that is not expressly set forth in this Lease shall be of no force or effect. This Lease may be modified or changed in any manner only by an instrument signed by both parties. This Lease includes and incorporates all exhibits, schedules and riders attached hereto. Tenant shall, at Landlord's request, promptly execute any requisite document, certificate or instrument that is reasonably necessary or desirable to clarify or carry out the force and effect of any terms or conditions of, or obligation of Tenant under, this Lease.

25.11 This Lease shall be governed by the Laws of the jurisdiction in which the Building is located, without regard to the application of choice of law principles. There shall be no presumption that this Lease be construed more strictly against the party who itself or through its agent prepared it (it being agreed that all parties hereto have participated in the preparation of this Lease and that each party had the opportunity to consult legal counsel before the execution of this Lease). No custom or practice which may evolve between the parties in the administration of the terms of this Lease shall be construed to waive Landlord's right to insist on Tenant's strict performance of the terms of this Lease.

25.12 Headings are used for convenience and shall not be considered when construing this Lease.

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

25.14 Time is of the essence with respect to each of Tenant's and Landlord's obligations hereunder.

25.15 This Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which together constitute one and the same document. Faxed signatures shall have the same binding effect as original signatures.

25.16 Neither this Lease nor a memorandum thereof shall be recorded. Landlord shall provide a copy of the Lease (and any amendments thereto) to any purchaser of the Building or to any successor landlord prior to consummation of an applicable transaction.

25.17 Landlord reserves the right to make reasonable changes and modifications to the plans and specifications for Building without Tenant's consent, provided such changes or modifications do not materially and adversely change the character of same, or materially and adversely affect the Premises.

25.18 Except as otherwise provided in this Lease, any additional rent or other sum owed by Tenant to Landlord, and any cost, expense, damage or liability incurred by Landlord for which Tenant is liable, shall be considered additional rent payable pursuant to this Lease to be paid by Tenant no later than thirty (30) days after the date Landlord notifies Tenant in writing of the amount thereof.

25.19 Tenant's liabilities and obligations with respect to the period prior to the expiration or earlier termination of the Lease Term shall survive such expiration or earlier termination. Landlord's liabilities and obligations with respect to refund of the security deposit or overpayments by Tenant of Real Estate Taxes or Operating Charges, if and to the extent required by the provisions of this Lease, shall survive the expiration or earlier termination of this Lease.

25.20 If Landlord or Tenant is in any way delayed or prevented from performing any obligation (except, with respect to Tenant, its obligations to pay rent and other sums due under this Lease, any obligation set forth in Exhibit B, any obligation with respect to insurance pursuant to Article XIII, any obligation to give notice with respect to extensions, expansions or otherwise, and any holdover) due to fire, act of God, governmental act or failure to act, strike, labor dispute, inability to procure materials, or any cause beyond Landlord's or Tenant's (as applicable) reasonable control (whether similar or dissimilar to the foregoing events), then the time for performance of such obligation shall be excused for the period of such delay or prevention and extended for a period equal to the period of such delay or prevention. No force majeure event shall delay the Lease Commencement Date or excuse the timely payment of all items of rent by Tenant. Financial disability or hardship shall never constitute a force majeure event.

25.21 Landlord's review, approval and consent powers (including the right to review plans and specifications) are for its benefit only. Such review, approval or consent (or conditions imposed in connection therewith) shall be deemed not to constitute a representation concerning legality, safety or any other matter.

25.22 The deletion of any printed, typed or other portion of this Lease shall not evidence the parties' intention to contradict such deleted portion. Such deleted portion shall be deemed not to have been inserted in this Lease.

25.23 At the expiration or earlier termination of the Lease Term, Tenant shall deliver to Landlord all keys and security cards to the Building and the Premises, whether such keys were furnished by Landlord or otherwise procured by Tenant, and shall inform Landlord of the combination of each lock, safe and vault, if any, in the Premises.

25.24 Tenant and the person executing and delivering this Lease on Tenant's behalf each represents and warrants that such person is duly authorized to so act; that Tenant is duly organized, is qualified to do business in the jurisdiction in which the Building is located, is in good standing under the Laws of the state of its organization and the Laws of the jurisdiction in which the Building is located, and has the power and authority to enter into this Lease; that Tenant is not, and the entities or individuals constituting Tenant or which may own or control Tenant or which may be owned or controlled by Tenant are not, among the individuals or entities identified on any list compiled by the U.S. Government for the purpose of identifying suspected terrorists, and Tenant is not engaging in this transaction on behalf of any such individual or entity; that Tenant is not in violation of any anti-money laundering Law; and that all action required to authorize Tenant and such person to enter into this Lease has been duly taken.



25.25 Any elimination or shutting off of light, air, or view by any structure which may be erected on lands adjacent to the Building, or any noise in connection with activities permitted by this Lease, shall in no way effect this Lease or impose any liability on Landlord.

25.26 In the event Landlord or Tenant is required or elects to take legal action against the other party to enforce the provisions of this Lease, then the prevailing party in such action shall be entitled to collect from the other party its costs and expenses incurred in connection with the legal action (including reasonable attorneys' fees and court costs). Notwithstanding the foregoing, if Landlord shall take any legal action for collection of rent or file any eviction proceedings (whether summary or otherwise) for the non-payment of rent, and Tenant shall make payment of such rent prior to the rendering of any judgment, the Landlord shall be entitled to collect and Tenant shall pay as additional rent all filing fees and other costs in connection therewith (including reasonable attorneys' fees).

ARTICLE XXVI RENEWAL OPTION

26.1 Tenant shall have the right to extend the term of this Lease for one (1) additional five (5) year lease term (the "Renewal Term"), upon the following conditions:

- a. Tenant is not in an Event of Default when the notice is given or when the Renewal Term is to commence;
- b. Landlord has made a good faith determination that Tenant remains creditworthy;
- c. Tenant has not previously assigned the Lease or sublet more than fifty percent (50%) of the Premises (except to an Affiliate of Tenant);
- d. Tenant has delivered to Landlord written notice of its intention to exercise this option, not less than 365 days prior to the end of the Lease Term or first Renewal Term, as applicable; and
- e. All lease terms for the Renewal Term shall be the same as in the Lease, except that the annual Base Rent for the Renewal Term shall be the then Fair Market Rental, and there shall be no further option to renew the Lease Term. For purposes of this Lease, "Fair Market Rental" shall mean the rental rate, mutually determined by Landlord and Tenant, which is the equivalent of the rental rate, including concessions, then being charged to tenants entering into new leases for premises of like kind and quality to the Premises in the Reston, Virginia submarket ("Market"), taking into consideration, among other things, that this will be the renewal of an existing lease, rent abatements and concessions, improvement allowances and similar items then being granted to tenants in binding lease agreements, and the lack of additional relocation costs; and
- f. The Fair Market Rental shall be determined as follows:
 - (1) For a period of thirty (30) days after receipt of Tenant's notice, Landlord and Tenant shall negotiate in good faith the Fair Market Rental rate;
 - (2) If the parties are unable to agree on the new Fair Market Rental rate, then Landlord and Tenant shall each select an appraiser in the person of an experienced real estate broker, each of whom must have at least ten (10) years commercial leasing experience in the Market, within forty (45) days after Landlord's receipt of Tenant's notice;
 - (3) The two appraisers shall confer to see if they can agree on the Fair Market Rental rate for space in the Market as of the time the Renewal Term is to begin; and, if they reach agreement, the rate upon which they agree shall become the new Base Rent for the first year of the Renewal Term;
 - (4) If the two appraisers cannot reach agreement, then each shall designate the rate which he or she believes is the appropriate new Fair Market Rental rate. Unless either Landlord agrees to the rate specified by Tenant's appraiser or vice versa, the two appraisers shall agree on a third appraiser, who shall have no less than the minimum experience required of the initial two appraisers, within fifteen (15) days after both appraisers have been designated; and
 - (5) The third appraiser shall determine which of the two appraisals for the new Fair Market Rental rate is closer to the new Fair Market Rental rate which the third appraiser believes is the appropriate new Fair Market Rental rate. Upon such determination, the new Fair Market Rental rate selected by the third appraiser shall be used.
 - (6) If Landlord or Tenant fails to comply with the time guidelines in this section,

then the Fair Market Rental rate submitted by the other shall automatically apply.

(7) Each party shall bear the expense of its own appraiser and shall divide equally the expense of the third appraiser.

26.2 If Landlord and Tenant fail to sign an Amendment to this Lease extending the Lease Term as provided in this Article at least 270 days prior to the end of the Lease Term, all time periods for Tenant herein being of the essence, then Tenant's option to extend the term of this Lease shall lapse and Tenant's renewal options shall be of no force and effect. The renewal option is personal to Tenant and is non-transferable (except to an Affiliate).

ARTICLE XXVII RIGHT OF FIRST OFFER

27.1 Beginning on the Commencement Date, Tenant shall have a continuous first right of offer to lease the contiguous space on the 2nd, 3rd and 5th floors (each "Additional Space") in the Building, provided:

a. This right of first offer is subordinate to the rights of (i) the current tenant in the Additional Space to renew, extend or otherwise negotiate a new lease or extension for the Additional Space; (ii) all future tenants in such space, to renew or extend their leases; and (iii) existing tenants to the Additional Space as of the date of execution of this Lease;

b. Tenant is not in an Event of Default under this Lease, either at the time the Additional Space becomes available or at the time Tenant is to take occupancy of the Additional Space;

c. Tenant has not previously assigned the Lease or sublet more than twenty-five percent (25%) or more of the Premises (except to an Affiliate of Tenant);

d. Landlord has made a good faith determination that Tenant remains creditworthy;

e. Tenant must lease all of the Additional Space offered;

f. Tenant exercises its option as provided in this Section by delivering to Landlord written notice of its intention within five (5) business days after Landlord has notified Tenant that the Additional Space is available;

g. All terms of the lease of the Additional Space shall be upon those contained herein, except that the annual Base Rent for the Additional Space shall be the then Fair Market Rental (as determined in Section 26.1.e. and f.);

h. Tenant executes an addendum or a new lease for the Additional Space within twenty (20) days after Landlord delivers to Tenant an addendum or new lease which accurately reflects the new Fair Market Rental for the Additional Space; and

i. This right of first offer must be exercised with at least three (3) full years remaining in the Lease Term.

27.2 If Tenant fails to comply with each of the above conditions within the time specified, all time periods herein for Tenant being of the essence, then this right of first offer will lapse and be of no further force and effect with respect to the specific Additional Space offered, and Landlord shall have the right to lease all or any part of such Additional Space to a third party under the same or any other terms and conditions, whether or not such terms and conditions are more or less favorable than those offered to Tenant. This right of first offer to lease the Additional Space is personal to Tenant and is non-transferable.

ARTICLE XXVIII ROOF RIGHTS

28.1 Subject to the satisfaction, in Landlord's reasonable judgment, of all of the conditions set forth in this Article, Tenant, at Tenant's sole cost and expense (but at no additional cost as rent to Landlord), may install and once installed shall maintain communications equipment (the "Satellite Dish") on the roof of the Building for use in connection with Tenant's business in the Premises. Notwithstanding anything in this Article to the contrary, Tenant shall not be permitted to install the Satellite Dish unless (a) Landlord determines that there is room on the roof of the Building for the Satellite Dish and that Tenant's Satellite Dish shall not interfere with any other satellite dish or antenna of any other tenant in the Building

as of the Lease Commencement Date, provided Tenant installs its Satellite Dish within one hundred eighty (180) days of execution of the Lease, (b) such Satellite Dish conforms to the specifications and requirements set forth in the drawings and specifications prepared by a licensed professional (the "Satellite Dish Drawings"), which Satellite Dish Drawings shall be subject to the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed, (c) Landlord approves, which approval shall not be unreasonably withheld conditioned or delayed, the size, capacity, power, location and proposed placement and method of installation of such Satellite Dish, and (d) Tenant obtains, at its sole cost and expense, and provides copies to Landlord of all necessary governmental permits and approvals, if any, including, without limitation, special exception permits, if applicable, for the installation of the Satellite Dish equipment upon the Building. Tenant, at Landlord's direction, shall cause the Satellite Dish to be painted in a nonmetallic paint. In addition, if the installation of the Satellite Dish on the roof of the Building would penetrate the roof of the Building, then Tenant shall not be permitted to install the Satellite Dish unless Tenant warrants and guaranties the roof to the extent that Landlord will lose its existing roof warranty or guaranty and unless Landlord approves, in writing, any such effect on the Building's structure or service systems or any such structural alteration, which approval may be granted or withheld by Landlord in its reasonable discretion. The Satellite Dish shall be installed by a contractor reasonably acceptable to both Landlord and Tenant and thereafter shall be properly maintained by Tenant, all at Tenant's sole expense. At the expiration or earlier termination of the Term, the Satellite Dish shall be removed from the roof of the Building at Tenant's sole cost and expense and that portion of the roof of the Building that has been affected by the Satellite Dish shall be returned to the condition it was in prior to the installation of the Satellite Dish. Tenant shall pay all subscription fees, usage charges and hookup and disconnection fees associated with Tenant's use of the Satellite Dish and Landlord shall have no liability therefor. All of the provisions of this Lease, including, without limitation, the insurance, maintenance, repair, release and indemnification provisions shall apply and be applicable to Tenant's installation, operation, maintenance and removal of the Satellite Dish.

28.2 Except as shown on the Satellite Dish Drawings, as reasonably approved by Landlord, Tenant shall not make any modification to the design, structure or systems of the Building, required in connection with the installation of the Satellite Dish without Landlord's prior written approval of such modification and the plans therefor, which approval may be granted, conditioned or withheld by Landlord in its sole but reasonable discretion. The preceding sentence notwithstanding, Landlord acknowledges and agrees that Tenant may use the conduits connecting the Premises to the roof of the Building in conjunction with the installation of the Satellite Dish on the roof of the Building and the connection of the Satellite Dish to the Premises for use in Tenant's business. Tenant agrees that, in addition to any indemnification provided Landlord in this Lease, Tenant shall indemnify and shall hold Landlord and its employees, shareholders, partners, officers and directors, harmless from and against all costs, damages, claims, liabilities and expenses (including attorney's fees and any costs of litigation) suffered by or claimed against Landlord, directly or indirectly, based on, arising out of or resulting from Tenant's use of the Satellite Dish and/or the conduits to connect the Premises to the Satellite Dish. In addition, Tenant shall be liable to Landlord for any actual damages suffered by Landlord or any other tenant or occupant of the Building for any cessation or shortages of electrical power or any other systems failure arising from Tenant's use of the conduits to connect the Premises to the Satellite Dish.

28.3 Tenant, at its sole cost and expense, shall secure all necessary permits and approvals from all applicable governmental agencies with respect to the size, placement and installation of the Satellite Dish. In the event Tenant is unable to obtain the necessary approvals and permits from any applicable federal, state, county or other local governing authorities for the Satellite Dish, Tenant shall have no remedy, claim, cause of action or recourse against Landlord, nor shall such failure or inability to obtain any necessary permits or approvals provide Tenant the opportunity to terminate this Lease.

28.4 Landlord makes no representations or warranties concerning the suitability of the roof of the Building for the installation operation, maintenance and repair of the Satellite Dish, Tenant having satisfied itself concerning such matters.

28.5 Tenant shall not have access to the Satellite Dish without Landlord's prior written consent, which consent shall be granted to the extent necessary for Tenant to perform its maintenance obligations hereunder only and only if Tenant is accompanied by Landlord's representative (if Landlord so requests). Any such access by Tenant shall be subject to reasonable rules and regulations relating thereto established from time to time by Landlord, including without limitation rules and regulations prohibiting such access unless Tenant is accompanied by Landlord's representative.

28.6 Upon at least thirty (30) days' prior written notice to Tenant, Landlord shall have the right to require Tenant to relocate the Satellite Dish, if in Landlord's opinion such relocation is necessary or desirable; provided that Tenant continues to receive an adequate signal to its Satellite Dish. Any such relocation shall be performed by Tenant at Landlord's expense, and in accordance with all of the requirements of this Section. Nothing in this Section shall be construed as granting Tenant any line of

sight easement with respect to such satellite dish; provided, however, that if Landlord requires that such Satellite Dish be relocated in accordance with the preceding two (2) sentences, then Landlord shall use reasonable efforts to provide either (a) the same line of sight for such Satellite Dish as was available prior to such relocation, or (b) a line of sight for such Satellite Dish which is functionally equivalent to that available prior to such relocation.

28.7 It is expressly understood that by granting Tenant the right hereunder, Landlord makes no representation as to the legality of such Satellite Dish or its installation. In the event that any federal, state, county, regulatory or other authority requires the removal or relocation of such Satellite Dish, Tenant shall remove or relocate such Satellite Dish at Tenant's sole cost and expense, and Landlord shall under no circumstances be liable to Tenant therefor.

28.8 The Satellite Dish may be used by Tenant only in the conduct of Tenant's customary business in the Premises. No assignee or subtenant shall have any rights pursuant to this Article, unless agreed to by Landlord at the time it consents to an assignment or sublease.

28.9 Tenant shall maintain such insurance as is appropriate with respect to the installation, operation and maintenance of the Satellite Dish. Landlord shall have no liability on account of any damage to or interference with the operation of the Satellite Dish except for physical damage caused by Landlord's gross negligence or willful misconduct and Landlord expressly makes no representations or warranties with respect to the capacity for a Satellite Dish placed on the roof of the Building to receive or transmit signals. The operation of the Satellite Dish shall be at Tenant's sole and absolute risk. Tenant shall in no event interfere with the use of any other communications equipment located on the roof of the Building.

ARTICLE XXIX SIGNAGE

29.1 Tenant shall be permitted to install, at its sole cost and expense (a) a sign displaying Tenant's trade name (which may include a logo) on the exterior of the Building, and (b) one line on the Building's monument sign on Sunset Hills Road for Tenant's name or logo, provided that Tenant shall obtain Landlord's written approval, not to be unreasonably withheld, of the size, location, and plans and specifications for each such sign, and shall obtain any necessary permits for said sign. After construction and prior to installation of each sign, Tenant shall present the same to Landlord for its written approval, which approval shall not be withheld or delayed so long as the sign conforms to the approved plans and specifications. Tenant shall install its approved signs at a time mutually agreed upon by Landlord and Tenant, it being understood and agreed that Landlord shall have the right to supervise such installation. Throughout the Lease Term, Tenant shall pay for all electricity (if any) consumed by said sign, and shall maintain each sign in good condition and repair. Upon the expiration or termination of the Term of this Lease, Tenant, at its sole cost and expense, shall remove each sign and repair any damage to the Building resulting there from, and make all repairs necessary to return the area of the Building on which such sign was installed to its condition prior to the installation of Tenant's signs.

ARTICLE XXX GENERATOR

30.1 Tenant shall have the right, at Tenant's expense and for its own use, to purchase, install, maintain and operate at the Building an emergency power generator (the "Generator") and a fuel tank (the "Tank") for the Generator. Tenant shall deliver to Landlord detailed plans and specifications for the Generator and the Tank (including the proposed location of the Generator and the Tank) and a copy of Tenant's contract for installing the Generator and the Tank, which plans and specifications and contract and the location of the Generator and Tank shall be subject to Landlord's reasonable approval; provided, however, Landlord shall have the right, in its reasonable discretion, to prohibit any Generator and Tank which Landlord determines not to be aesthetically acceptable, or may condition its consent on reasonable landscaping to be installed and maintained by Tenant, at its cost, around the Generator and the Tank. If Landlord determines it to be reasonably necessary, Landlord shall have the right to require, at Tenant's expense, that an engineering or other report be prepared prior to Landlord's approval of the proposed Generator and Tank.

30.2 Tenant shall pay all costs of purchase (no part of which shall be paid from the Allowance), design, installation, operation, utilization, replacement, maintenance and removal (including any damage to the Building) of the Generator and the Tank.

30.3 Tenant covenants that it will not use its Generator or the Tank in a manner that will unreasonably interfere with Landlord's and/or any current or future tenant's use of the Project.

30.4 Tenant shall be responsible for procuring all licenses and permits required for the installation, use or operation of the Generator and the Tank, and Landlord makes no representations or warranties regarding the permissibility or the permitability of the Generator and the Tank under applicable laws.


IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease under seal as of the day and year first above written.

WITNESS/ATTEST:

LANDLORD:

WELLS OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership

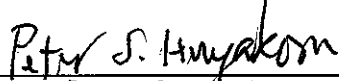
By: Wells Real Estate Investment Trust, Inc.,
a Maryland corporation, its general
partner

By: 
Name: Douglas P. Williams
Title: Executive Vice President

WITNESS/ATTEST:

TENANT:

HYDROGEOLOGIC, INC., a Delaware
corporation

By: 
Name: PETER S. HUIYAKORN [SEAL]
Title: President


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RIDER 1 – GENERAL DEFINITIONS

Access Card Allotment: One card per employee, as of the Commencement Date of the Lease.

ADA: the Americans with Disabilities Act and the regulations promulgated thereunder, as the same may be amended from time to time.

Affiliate of Tenant: (i) a corporation or other business entity (a "successor corporation") into or with which Tenant shall be merged or consolidated, or to which substantially all of the assets of Tenant may be transferred or sold, provided that such successor corporation shall have a net worth and liquidity factor at least equal to the net worth and liquidity factor of Tenant as of the date hereof or otherwise reasonably acceptable to Landlord taking into account the fact that the original Tenant under this Lease is not being released, and provided that the successor corporation shall assume in writing all of the obligations and liabilities of Tenant under this Lease and the proposed use of the Premises is in compliance with Article VI; or (ii) a corporation or other business entity (a "related corporation") which shall control, be controlled by or be under common control with Tenant, shall have a net worth and liquidity factor at least equal to the net worth and liquidity factor of Tenant as of the date hereof or otherwise reasonably acceptable to Landlord taking into account the fact that the original Tenant under this Lease is not being released, and provided that such related corporation shall assume in writing all of the obligations and liabilities of Tenant under this Lease (without relieving Tenant therefrom) and the proposed use of the Premises is in compliance with Article VI. For purposes of clause (ii) above, "control" shall be deemed to be ownership of more than fifty percent (50%) of the stock or other voting interest of the controlled corporation or other business entity.

Agents: any agent, employee, subtenant, assignee, contractor, client, family member, licensee, customer, invitee or guest of a party.

Alterations: any structural or other alterations, decorations, additions, installations, demolitions, improvements or other changes.

Approved Space Plan: a space plan, approved by both Landlord and Tenant, drawn to scale [which shall include, as Landlord deems necessary in order to complete Schedule II attached hereto, all partition types and locations; all doors and hardware requirements; all light fixtures and exit lights; all finish materials including glass, wall and floor finishes; all special ceiling conditions; all cabinetry and millwork with elevations and details; all modifications to existing base building HVAC equipment, all electrical receptacles; all data and voice locations; all floor load requirements which exceed eighty (80) pounds per square foot live load and twenty (20) pounds per square foot dead load; and the seating capacity of all conference rooms and furniture workstation areas. All of Tenant's plans shall be prepared by a licensed architect approved by Landlord in its reasonable discretion and in a form sufficient to secure approvals of applicable governmental authorities.

Bankruptcy Code: Title 11 of the United States Code, as amended.

Building Directory Share: one (1) listing per 5,000 square feet of rentable area in the Premises.

Building Structure and Systems: the exterior and common area walls, main lobby in the Building, slab floors, exterior windows, load bearing elements, foundations, roof and common areas that form a part of the Building, and the building standard mechanical, electrical, HVAC and plumbing systems, pipes and conduits that are provided by Landlord in the operation of the Building.

Cabling: telephone, computer and other communications and data systems and cabling.

Case: a formal proceeding in which Tenant is the subject debtor under the Bankruptcy Code.

Common Areas: those common and public areas and facilities of the Building and improvements to the Land which are from time to time provided by Landlord for the use or benefit of tenants in the Building or for use or benefit by the public in general, including (a) access corridors, elevator foyers and core bathrooms, to the extent the same are not located on floors of the Building fully leased to a single tenant, and (b) Building-wide mailrooms, fire rooms, vending areas, health and fitness facilities, janitorial areas and other similar facilities of the Building, and (c) any and all non-exclusive grounds, parks, landscaped areas, plazas, outside sitting areas, sidewalks, tunnels, pedestrian ways, sky bridges, loading docks, and (d) generally all other common and public improvements on the Land.

Construction Drawings: the architectural, mechanical and engineering working drawings that define the total scope of work to be performed by Landlord or Tenant, as applicable, 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 Premises.

Cosmetic Changes: those minor, non-structural Alterations of a decorative nature consistent with a first-class office building for which a building permit is not required and which cost (including installation) in the aggregate less than Fifty Thousand Dollars (\$50,000) per project or series of related projects (as reasonably determined by Landlord), such as painting, carpeting and hanging pictures.

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Costs: any costs, damages, claims, liabilities, expenses (including reasonable attorneys' fees), losses, penalties and court costs.

Default Rate: the greater of twelve percent (12%) per annum or the rate per annum which is two (2) whole percentage points higher than the Prime Rate published in the Money Rates section of the Wall Street Journal.

Environmental Default: any of the following by Tenant or any Agent of Tenant: a violation of an Environmental Law; a release, spill or discharge of a Hazardous Material on or from the Premises, the Land or the Building; an environmental condition requiring responsive action; or an emergency environmental condition.

Environmental Law: any present and future Law and any amendments (whether common law, statute, rule, order, regulation or otherwise), permits and other requirements or guidelines of governmental authorities applicable to the Building or the Land and relating to the environment and environmental conditions or to any Hazardous Material (including CERCLA, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Safe Drinking Water Act, 42 U.S.C. § 300f et seq., the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 1101 et seq., the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., and any so-called "Super Fund" or "Super Lien" law, any Law requiring the filing of reports and notices relating to hazardous substances, environmental laws administered by the Environmental Protection Agency, and any similar state and local Laws, all amendments thereto and all regulations, orders, decisions, and decrees now or hereafter promulgated thereunder concerning the environment, industrial hygiene or public health or safety).

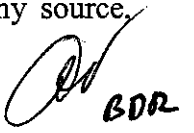
ERISA: the Employee Retirement Income Security Act of 1974, as amended.

Event of Bankruptcy: the occurrence with respect to any of Tenant, any Guarantor or any other person liable for Tenant's obligations hereunder (including any general partner of Tenant) of any of the following: (a) such person becoming insolvent, as that term is defined in the Bankruptcy Code or Insolvency Laws; (b) appointment of a receiver or custodian for any property of such person, or the institution of a foreclosure or attachment action upon the Lease or Tenant's leasehold interest; (c) filing by such person of a voluntary petition under the provisions of the Bankruptcy Code or Insolvency Laws; (d) filing of an involuntary petition against such person as the subject debtor under the Bankruptcy Code or Insolvency Laws, which either (1) is not dismissed within sixty (60) days after filing, or (2) results in the issuance of an order for relief against the debtor; (e) such person making or consenting to an assignment for the benefit of creditors or a composition of creditors; (f) such person knowingly submitting (either before or after execution hereof) to Landlord any financial statement containing any material inaccuracy or omission; or (g) an admission by Tenant or Guarantor of its inability to pay debts as they become due.

Event of Default: any of the following: (a) Tenant's failure to make when due any payment of the Base Rent, additional rent or other sum, which failure shall continue for a period of five (5) days after Landlord sends Tenant written notice thereof; (b) Tenant's failure to perform or observe any covenant or condition of this Lease not otherwise specifically described in Section 19.1, which failure shall continue for a period of thirty (30) days after Landlord sends Tenant written notice thereof (or such shorter period as is appropriate if such failure is capable of being cured sooner); provided, however, that if such cure cannot reasonably be effected within such thirty (30) day period and Tenant begins such cure promptly within such thirty (30) day period and is pursuing such cure in good faith and with diligence and continuity during such thirty (30) day period, then, except in the event of an emergency, Tenant shall have such additional time (not to exceed one hundred twenty (120) days in total) as is reasonably necessary to effect such cure; (c) Tenant's failure to take occupancy of or occupy continuously at least twenty-five percent (25%) of the Premises; (d) an Event of Bankruptcy; (e) Tenant's dissolution or liquidation; (f) any Environmental Default; or (g) any sublease, assignment or mortgage not permitted by Article VII.

Final Construction Drawings: the Construction Drawings as approved (or deemed approved pursuant to Exhibit B) by Tenant and Landlord.

Hazardous Materials: (a) asbestos and any asbestos containing material and any substance that is then defined or listed in, or otherwise classified pursuant to, any Environmental Law or any other applicable Law as a "hazardous substance," "hazardous material," "hazardous waste," "infectious waste," "toxic substance," "toxic pollutant" or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, or Toxicity Characteristic Leaching Procedure (TCLP) toxicity, (b) any petroleum and drilling fluids, produced waters, and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal resources, (c) toxic mold, mildew or any substance that reasonably can be expected to give rise to toxic mold or mildew, or (d) any petroleum product, polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive material (including any source,

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special nuclear, or by-product material), medical waste, chlorofluorocarbon, lead or lead-based product, and any other substance whose presence could be detrimental to the Building or the Land or hazardous to health or the environment.

including: including, but not limited to; including, without limitation; and words of similar import.

Insolvency Laws: the insolvency Laws of any state.

IRC: Internal Revenue Code of 1986, as amended.

Land: the site upon which the Building is constructed.

Landlord Insured Parties: Landlord's advisors, the managing agent of the Building and the holder of any Mortgage, in each case of whom Landlord shall have given notice to Tenant, and any other party that Landlord may reasonably designate in writing from time to time.

Landlord's Representatives: Landlord's affiliates, shareholders, partners, directors, officers, employees, agents and representatives.

Laws: all present and future laws, ordinances (including zoning ordinances and land use requirements), regulations, orders and recommendations (including those made by any public or private agency having authority over insurance rates).

Lease Year: a period of twelve (12) consecutive months commencing on the Lease Commencement Date, and each successive twelve (12) month period thereafter; provided, however, that if the Lease Commencement Date is not the first day of a month, then the second Lease Year shall commence on the first day of the month in which the first anniversary of the Lease Commencement Date occurs.

Mortgages: all mortgages, deeds of trust, ground leases or other security instruments which may now or hereafter encumber any portion of the Building or the Land.

Operating Charges: all expenses, charges and fees incurred by or on behalf of Landlord in connection with the management, operation, ownership, maintenance, servicing, insuring and repair, including the following: (1) electricity, gas, water, HVAC (including chilled condenser water), sewer and other utility and service costs, charges and fees (including any tap fees and connection and switching fees) of every type and nature; (2) premiums, deductibles (to the extent reasonable and customary) and other charges for insurance; (3) reasonable management fees and personnel costs of the Building (including all fringe benefits, workers' compensation insurance premiums and payroll taxes); (4) costs of service, equipment rental, access control, landscaping and maintenance contracts; (5) maintenance, repair and replacement expenses and supplies; (6) depreciation/amortization for capital expenditures made by Landlord to reduce operating expenses or to comply with Laws imposed after the date hereof, which shall be charged in annual installments over the useful life of the items for which such costs are incurred together with interest, each calendar year such costs are charged to Operating Charges, on the unamortized balance at an interest rate of one percent (1%) in excess of the Prime Rate in effect on January 1 of each calendar year; (7) charges for janitorial and cleaning services and supplies; (8) any business, professional or occupational license tax payable by Landlord with respect to the Building and any association fees; (9) reasonable reserves for replacements, repairs and contingencies; (10) sales, use and personal property taxes payable in connection with tangible personal property and services purchased for and used in connection with the Building; (11) reasonable third party accounting and audit fees relating to the determination of Operating Charges (and tenants' proportionate shares thereof) and the preparation of statements required by tenant leases; (12) expenses incurred in connection with concierge services provided to the Building (if any); (13) the fair market rental value of any management office (of reasonable and customary size) and fitness facilities, if any, in the Building; (14) special assessments, fees, penalties and other charges and costs for transit, transit encouragement traffic reduction programs, or any similar purpose; (15) all costs of operating, maintaining, repairing and replacing equipment in any portion of any fitness facility, (to the extent not offset by separate membership or usage fees imposed by Landlord) roof deck, function room or other amenity of the Building; (16) payments required in connection with a reciprocal easement or similar agreement to which the Landlord is bound; and (17) any other expense incurred by Landlord in arm's-length transactions in connection with maintaining, repairing or operating the Building. Notwithstanding any provision contained in this Lease to the contrary, Operating Charges shall not include:

1. original construction costs of the Building;
2. expenses for repairs, replacements or maintenance arising from the initial construction of the Building to the extent such expenses are reimbursed to Landlord by virtue of warranties from contractors or suppliers;
3. cost of expenses associated with leasing space in the Building or the sale of any interest in the Building, including, without limitation, advertising and marketing, commissions or any amounts paid for or on behalf of any tenant such as space planning, moving costs, rental

and other tenant concessions;

4. amounts paid to any partners, shareholder, officer, or director of Landlord, for salary or other compensation;
5. reserves for repairs, maintenance, and replacements;
6. any amounts paid to any person, firm, or corporation related to or otherwise affiliated with Landlord or any general partner, officer or director of Landlord or any of its general partners to the extent they materially exceed arms-length competitive prices paid in Reston, VA. for the services or goods provided;
7. costs of electricity outside normal business hours sold to tenants of the Building by Landlord or any other special service provided to other tenants and to which Tenant is not entitled;
8. costs of repairs incurred by reason of fire or other casualty or condemnation whether or not Landlord receives compensation therefore through the proceeds of insurance (exclusive of any applicable deductibles) or condemnation awards;
9. costs of renovating or otherwise improving space for new or existing tenants or in renovating space vacated by any tenant;
10. interest, penalties or liens arising by reason of Landlord's failure to timely pay any operating expense (including ground rent) or real estate tax due;
11. costs incurred for maintenance of any retail areas of the Building;
12. costs relating to maintaining Landlord's existence, as a corporation, partnership or other entity, such as trustee's fees, annual fees, corporate or partnership organization or administration expenses, deed recordation expenses;
13. costs (including fines and penalties imposed) incurred by Landlord to remove any hazardous or toxic wastes, materials or substances from either the Building or land (except to the extent for which Tenant is otherwise liable under this Lease);
14. the cost of any "tap fees" or one time lump sum sewer or water connection fees for the Building;
15. Landlord's general corporate overhead and general and administrative expenses;
16. costs directly resulting from the gross negligence or willful misconduct of Landlord or its agents, contractors or employees;
17. salaries, wages, or other compensation paid to employees of any property management organization being paid a fee by Landlord for its services where such services are covered by a management fee; or salaries, wages, or other compensation to any employee of Landlord who is not assigned to the operation, management, maintenance, or repair of the Building on a full time basis, including accounting or clerical personnel (except to the extent any part-time employee's salary, wages or other compensation is equitably allocated to the Building);
18. costs related to any Building or land not included in the Property, including any allocation of costs incurred on a shared basis, such as centralized accounting costs, unless the allocation is made on a reasonable and consistent basis that fairly reflects the share of any costs actually attributable to the Property;
19. Legal expenses arising out of (i) the negotiation, preparation or termination of leases or other occupancy agreements, (ii) the interpretation of leases or other occupancy agreements, (iii) the enforcement of the provisions of any lease or other occupancy agreement affecting the Property or Building including without limitation this Lease, (iv) the initial construction of the improvements on the Property, (v) the review, approval or other actions in connection with the sublease or assignment of tenant leases, and (vi) any action against a present or former tenant or occupant under a lease or other occupancy agreement, including, without limitation, eviction, distraint, levy and collection actions; costs incurred as a result of the violation by Landlord or any tenant of the terms and

conditions of any lease;

20. costs incurred by reason of any changes in governmental laws, rules, or regulations enacted after the Commencement Date;
21. costs for sculpture, paintings and other art objects exceeding \$10,000 per annum;
22. expenses and costs not normally, in accordance with generally accepted accounting principles, included by landlords of office buildings in the Reston, VA. area, or that are not competitive or not prudent in view of the goods and services obtained for such expenses or costs;
23. The rent and operating expenses for Landlord's on-site leasing office;
24. increased insurance premiums caused by Landlord's or any other tenant's hazardous acts;
25. improvements to Common Areas (other than the Building lobby) specifically undertaken by Landlord as inducements or concessions in order to lease space to new or existing tenants, which would not have otherwise been undertaken;
26. rental costs and related expenses for leasing systems or equipment that would be considered a capital improvement or expenditure if purchased;
27. costs of selling, syndicating, financing, mortgaging or hypothecating any part of or interest in the Property;
28. the cost of any electric current reimbursed directly to Landlord by any tenant through metering or any other means;
29. cost of any item, service or repair to the extent (i) reimbursed by a warranty, guaranty or insurance policy maintained or held by the Landlord; or (ii) such cost would have been covered by insurance proceeds had Landlord maintained insurance coverage reasonably required to be maintained by Landlord under the Lease; and
30. cost of replacing or retrofitting the HVAC system to comply with laws enacted after the Commencement Date that regulate or prohibit the use or release of chlorofluorocarbons (CFCs) or hydrocarbons (HCFCs).

Operating Charges Base Amount: the Operating Charges incurred during the Operating Charges Base Year.

Parking Facility: the parking facility in the lower levels of the Building.

Permitted Recipient: the officers, partners and senior level employees of Tenant who are involved in lease administration, Tenant's certified public accountants who have responsibilities related to Operating Charges, Tenant's attorney if involved in the dispute, any employees of Tenant's auditor involved with the review, or any person or entity to whom disclosure is required by applicable judicial or governmental authority.

Prime Rate: the prime rate published in the Money Rates section of the Wall Street Journal.

Proposed Sublease Commencement Date: the anticipated commencement date of the proposed assignment, subletting or other transaction.

Proposed Sublet Space: the area proposed to be assigned, sublet or otherwise encumbered.

Real Estate Taxes Base Amount: the Real Estate Taxes incurred during the Real Estate Taxes Base Year.

Real Estate Taxes: (1) all real estate taxes, vault and/or public space rentals, business district or arena taxes, special user fees, rates and assessments (including general and special assessments, if any), ordinary and extraordinary, foreseen and unforeseen, which are imposed upon Landlord or assessed against the Building or the Land, or Landlord's personal property used in connection therewith; (2) any other present or future taxes or charges that are imposed upon Landlord or assessed against the Building which are in the nature of or in substitution for real estate taxes, including any tax levied on or measured by the gross rents payable by tenants of the Building, any public safety fee or similar charge, any transit, sales, rental, use, receipts or occupancy tax or fee, and any assessment imposed in connection with business improvement or similar districts; and (3) reasonable expenses (including reasonable attorneys' and consultants' fees and court costs) incurred in reviewing, protesting or seeking a reduction of

abatement of, or defending or otherwise participating in any challenge to, real estate taxes, whether or not such protest or reduction is ultimately successful (provided, however, that such review, protest, or reduction attempt is undertaken in good faith by Landlord with the reasonable expectation to reduce Real Estate Taxes for the Building). Real Estate Taxes shall not include any inheritance, estate, gift, franchise, corporation, net income or net profits tax assessed against Landlord from the operation of the Building, or any interest charges or penalties incurred as a result of Landlord's failure to timely pay Real Estate Taxes (provided that if the taxing authority permits a taxpayer to elect to pay in installments, then, for purposes of determining the amount of Real Estate Taxes, if Landlord so elects to pay in installments, all interest charges shall be deemed Real Estate Taxes).

Reconciliation Statement: a reasonably detailed written statement showing (1) Tenant's Proportionate Share of the amount by which Operating Charges or Real Estate Taxes, as applicable, incurred during the preceding calendar year exceeded, respectively, the Operating Charges Base Amount or the Real Estate Taxes Base Amount and (2) the aggregate amount of Tenant's estimated payments made on account of Operating Charges and Real Estate Taxes during such year.

Structural and System Alterations: any Alteration that will or may necessitate any changes, replacements or additions to the load-bearing or exterior walls, non-drop ceilings, partitions (load-bearing or non-demising), columns or floor, or to the fire protection, water, sewer, electrical, mechanical, plumbing, HVAC or other base building systems, of the Premises or the Building.

Tenant Items: all non-Building standard supplemental heating, ventilation and air conditioning equipment and systems serving exclusively the Premises and any special tenant areas, facilities and finishes, any special fire protection equipment, any telecommunications, security, data, computer and similar equipment, cabling and wiring, kitchen/galley equipment and fixtures, all other furniture, furnishings, equipment and systems of Tenant and all Alterations.

Tenant's Sublease Request Notice: a notice to Landlord containing: the identity of a proposed assignee, subtenant or other party and its business; the terms of the proposed assignment, subletting or other transaction (including a copy of the proposed document for same); the Proposed Sublease Commencement Date; the Proposed Sublet Space; financial statements for the prior two (2) years certified by an authorized officer of Tenant or a certified public accounting firm, or other evidence of financial responsibility of such proposed assignee, subtenant to other party; and a certification executed by Tenant and such party stating whether or not any premium or other consideration is being paid for the assignment, sublease or other transaction.

Tenant's Work: As defined in Exhibit B.

Trustee: a trustee-in-bankruptcy of Tenant under a Case, including a debtor in possession with the rights, powers and duties of a trustee as provided in Section 1107 of the Bankruptcy Code.



HGL TESTFIT: 11107 SUNSET HILLS RD.

JANUARY 31, 2007

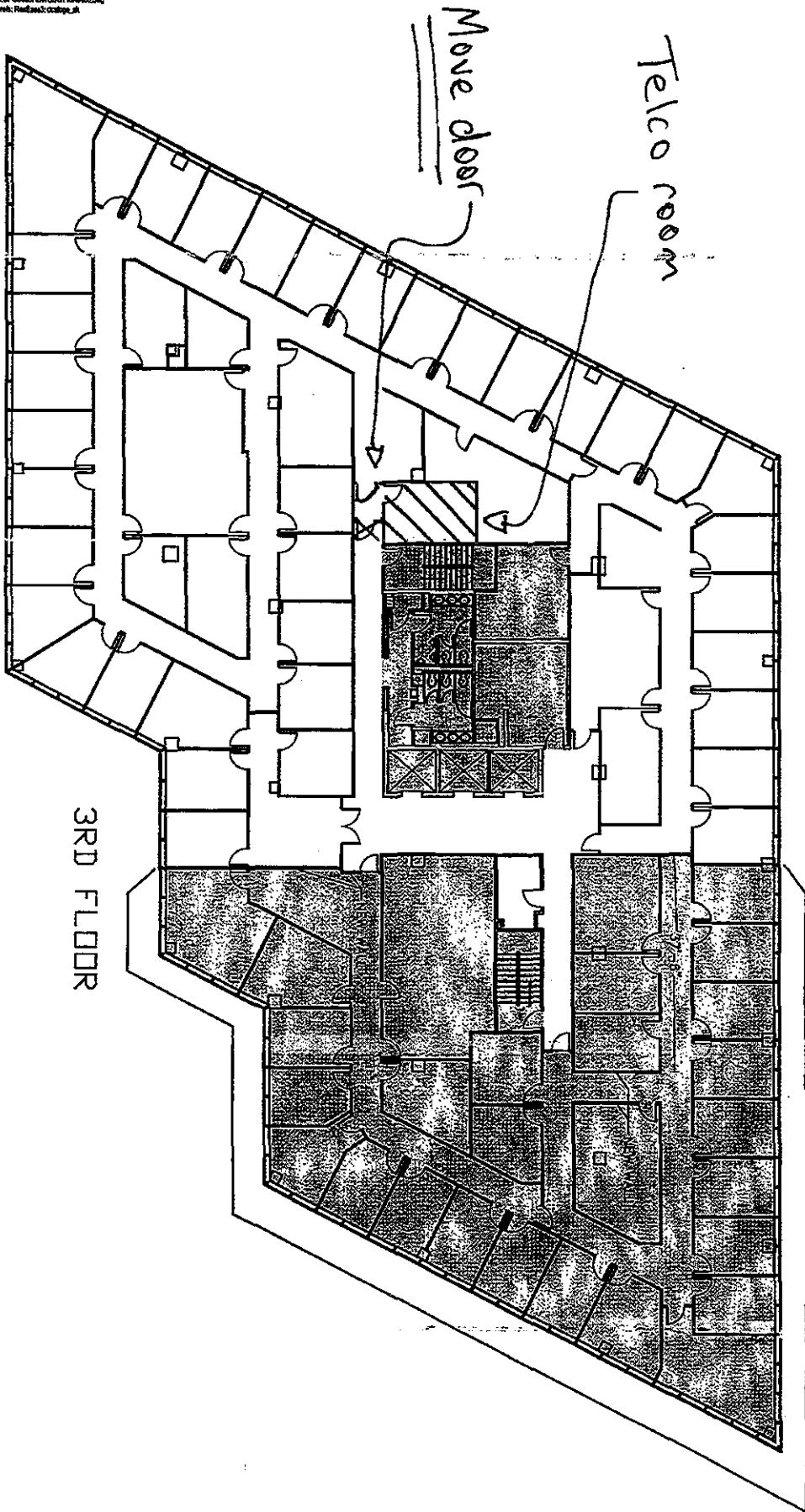


EXHIBIT A-1

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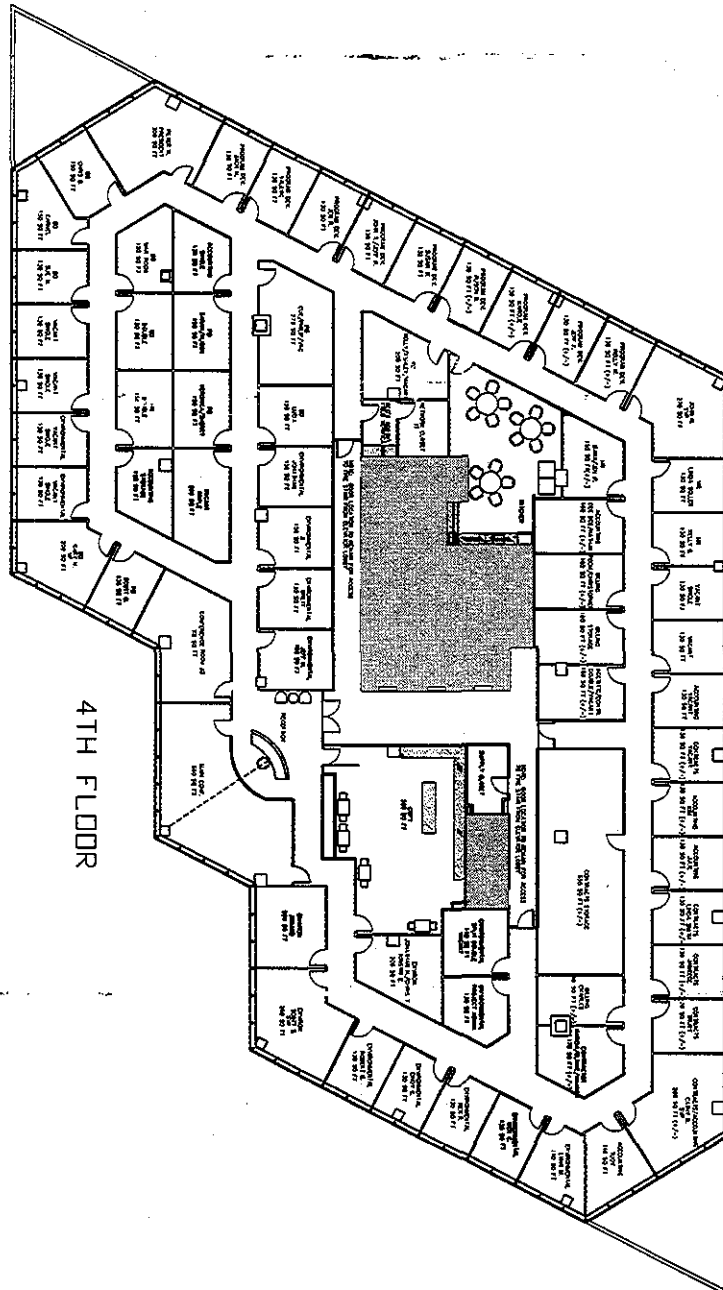
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EXHIBIT A-2

[Signature]
BDR

EXHIBIT B

WORK AGREEMENT

This Exhibit is attached to and made a part of that certain Lease Agreement dated as of March 14, 2007, by and between Wells Operating Partnership, L.P. a Delaware limited partnership ("Landlord"), and HydroGeoLogic, Inc., a ~~Delaware~~ corporation ("Tenant").

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. 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 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 (except for the installation of Tenant's Satellite Dish) 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 Premises. Tenant's taking of possession of the Premises shall constitute Tenant's acknowledgment that the 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 involved in performance of the Tenant's Work, including (i) a fee of \$60 for each overtime hour (or portion thereof) Landlord or its agent spends in supervising any portion of Tenant's Work performed by Tenant or Tenant's contractors, and (ii) a construction management fee in the amount of one percent (1%) of all 'hard' costs 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 thirty (30) 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. Tenant shall be permitted to use the services of a project manager to oversee the duties to be performed by Landlord.

(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 Premises. 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 Premises, free of any security interest, lien or encumbrance fully in accordance with Article IX of the Lease. Notwithstanding anything above to the contrary, 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 the one hundred fiftieth (150th) day after the Lease Commencement Date. Landlord shall have no duty to advance the final ten percent (10%) of the Improvements Allowance until satisfaction of the following conditions: (i) Tenant's occupancy of the Premises pursuant to a valid certificate of occupancy;

(ii) execution and delivery by Tenant of the Certificate attached to the Lease as Exhibit D; (iii) receipt by Landlord of a certificate of completion of work from Tenant's architect and lien waivers from Tenant's contractor; (iv) there shall have been no Event of Default under the Lease; and (v) Landlord shall have approved, exercising its reasonable discretion, both final plans and working drawings for such tenant improvements and the quality of the materials to be installed in the Premises. Tenant may apply up to \$7.50 per rentable square foot of the Allowance towards cabling, wiring, furniture data communications or moving costs. 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 the Approved Space Plan on or before the date of the execution of this Lease. Tenant shall submit to Landlord Final Construction Drawings on or before April 15, 2007. 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. Tenant shall file for all applicable permits on or before April 30, 2007. Tenant shall award the construction contract to its general contractor on or before May 15, 2007. The parties intend for each such deadline to be the applicable deadline, even if any such deadline is before the date the Lease 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 Section 9.2 of the Lease) and those non-structural Alterations which are visible from the exterior of the 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.

(b) Landlord shall have no obligation or responsibility to Tenant in respect of minor deviations in the actual dimensions of the 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);

7. Completion schedule from Tenant's contractor;



8. Proof of utility application/deposit to Landlord; and
9. Evidence of approval from Landlord's insurance company for work to be performed within Premises.
10. Written acknowledgment by Tenant and its contractor that the Rules and Procedures for Contractors attached as Schedule II to this Exhibit B shall be adhered to during the performance of Tenant's Work.

7. Time for Commencement and Completion of Tenant's Work. Tenant 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 Lease Term Begins. Tenant shall perform promptly such of its monetary and other obligations contained in this Exhibit and the Lease as are to be performed by it whether the same accrue before or after the Lease 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, as applicable, 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 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 Premises;

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

(f) Furnish a statement from Tenant's architect certifying that all work performed in the 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 an 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 permit Landlord to assist Tenant in obtaining all such permits and other items. Tenant shall obtain a Non-Residential Use and Occupancy Permit and all other approvals required for Tenant to use and occupy the 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 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 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.

(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. Landlord and Tenant agree to cooperate with each other in the performance of their respective work, and shall coordinate their respective work so that such work shall not interfere with, or delay the completion of, the work being performed by the other, or by other lessees in the Building. Tenant shall schedule and coordinate with Landlord the construction of Tenant's Work (and the means and times of access to and from the 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.

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 Premises in such a manner (including the use of lights, guardrails, barricades and dust-proof partitions where required) as to prevent any damage to said 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

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 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 Premises from the public view, or Landlord may erect a temporary barrier across the entire storefront 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-II, 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 Premises for the performance of Tenant's Work. Entry into areas unrelated to the performance of Tenant's Work is prohibited.

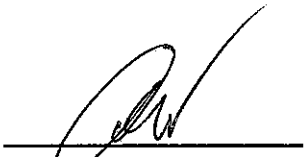
(g) Guarantee that the work done by it will be free from any defects in workmanship and materials for a period of not less than one (1) year from the date of completion thereof. Tenant shall also require that any such contractors and subcontractors shall be responsible for the replacement or repair without 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 Premises, all applications, deposits, installation charges and arrangement for the same (except those provided by Landlord) shall be the sole responsibility of Tenant. From and after the Lease Commencement Date, all utility charges shall be paid pursuant to the terms of the Lease.

Initials of:

Landlord:

Tenant:



PSH

EXHIBIT B

SCHEDULE I

RULES AND PROCEDURES FOR CONTRACTORS

**CONTRACTOR'S
RULES & REGULATIONS**

1. **PROTECTION OF NON-CONSTRUCTION AREAS** - The Contractor shall protect all walls, floors, carpet, furniture and fixtures and shall repair or replace damaged property without cost to the owner. Masonite (or plywood) must be placed as a walkway on the public corridors from freight elevator to the construction site and to the Public Restrooms to protect the carpet from drywall dust, etc. Common area carpet protection is to be removed daily and the carpet vacuumed daily.
2. **BLINDS & DRAPERIES** - During construction, Contractor shall raise venetian blinds and protect existing draperies so as not to damage them.
3. **TRASH & DEBRIS** - Contractors will remove their trash and debris daily or as often as necessary to maintain cleanliness in the Building. Contractor will coordinate dumpster placements and timing with Building Manager. The building trash containers are not to be used for construction debris. Contractors shall be responsible for daily removal of waste foods, milk and soft drink containers, etc. to trash room. Failure to properly clean-up debris will necessitate a cleaning charge of \$100/day to Contractor.
4. **WORK SCHEDULES** - The Building Manager will be notified of all work schedules for all workmen on the job and will be notified, in writing, of names of those who may be working in the Building before or after standard building operating hours as set forth in the Lease Agreement. Building Manager shall be provided with names and phone numbers of sub-contractors.
5. **ELEVATORS** - Elevators shall not be used for moving materials during the hours of 8:00 a.m. to 9:30 a.m., 11:30 a.m. to 1:00 p.m., and 4:30 p.m. to 6:00 p.m. The designated freight elevator is the only elevator to be used for moving materials and construction personnel and shall be properly protected with temporary plywood wall protection or elevator pads.
6. **UTILITY LINES** - Before any drilling, core boring or other structural work is performed, the Contractors will verify the locations of the Building's utility lines so as not to damage them. Contractors are urged to take all possible precautions to protect utility lines.
7. **CORE DRILLING** - Under no circumstances shall any core drilling occur on the Premises without prior written consent from the Manager. Prior to any core drilling, x-ray of floor area to identify locations of post tension cables shall be required.
8. **UTILITIES** - No utilities (electric, water, gas or oil) or services to Tenants are to be cut off or interrupted without first having requested, in writing, and secured, in writing, the permission of the Building Manager. All electrical or plumbing tie-ins or shutdowns will be scheduled in advance, with a minimum of 48 hours notice, with the Building management.
9. **NOTICES** - In the event Contractor's work shall require electrical, plumbing or sprinkler system shutdown or fire alarm tie-in Building management requires the right to prohibit such during Building hours. Further, Management requires the right to specific after-hours times when such work may be performed, arrange for the Building Engineer to be present, and may charge Contractor for overtime cost for such engineering time.
10. **OPERATING HOURS** - No work is to be performed during standard Building operating hours that will disturb or inconvenience other occupants of the Building without the written permission of the Owner's agent (this includes work creating noise or odor). All work involving drilling or coring of concrete will only be allowed prior to 8:00 a.m. and after 8:00 p.m. Monday through Friday, and prior to 8:00 a.m. and after 1:00 p.m. on Saturday unless approved in advance. X-ray work may require special scheduling.
11. **KEYS** - Whenever it is deemed necessary by the Building Management to temporarily issue any key to the Contractor, the Contractor will be responsible for controlling possession and use of same until returned daily to the issuing party.
12. **SECURITY** - Contractor will be responsible for relocking any areas made available for necessary access whenever that area(s) is unattended, and also when work or work hours are completed.

Contractors are responsible for the security of their own job site at all times. Should the Contractor require to work on an overtime basis in an area that is open to the Building and unsecured, the Contractor shall provide security through the owner's security agent and shall reimburse the owner for such time that is reasonably utilized during the overtime period. If double shifts are performed and such shifts go beyond the normal working hours of the security personnel (10:00 p.m.) then the Contractor shall also make arrangements with the Building Management to provide security during these hours and shall also reimburse the Building Management for this time incurred. All costs of the provision of security personnel will be borne by the Contractor.

13.SAFETY - Contractors shall be extremely cognizant of all life safety issues and shall provide a list of emergency contacts in the event that a representative of the Contractor's organization must be contacted after hours. In addition to this contact list, Contractors shall provide fire extinguishers at a ratio of one (1) for each 1,000 square feet of construction area and such fire extinguishers shall be mounted in a visible area marked properly. Contractors shall comply with all OSHA regulations as well as all federal, state and district codes relating to workers' safety. The Contractor shall review the job site and the job organization for total compliance to these rules and regulations on a weekly basis and provide a report to the owner that such review has been performed and any infractions that were observed during this review. MSDS sheets will be provided by the Contractor for all materials used on the Contractor.

14.LIFE SAFETY DEVICES - Contractor, under no circumstances, will be allowed to disconnect, tamper with, delete, obstruct, relocate or add-on any life safety, fire detection, notification suppression unit or devices as indicated on the drawings approved by the Fire Department Authority having jurisdiction. In the event Contractor's work shall require electrical, plumbing or sprinkler system shutdown or fire alarm tie-in, Building Management requires the right to prohibit such during Building hours. Further, Building Management requires the right to specific after-hours times when such work may be performed, arrange for the Building Engineer to be present, and may charge Contractor for overtime cost for such engineering time.

15.ACCIDENTAL ALARM - Contractor shall take all necessary precautions to prevent accidental alarm of automatic fire system devices (smoke and/or heat detectors), etc. Before any unit or device is temporarily incapacitated, the Building Engineer shall be advised to allow notification of the Fire Department and then the device shall be red-tagged "Out of Service." Every effort must be made to reactivate "Out of Service" devices as soon as possible. Any Contractor who repeatedly sets off a Building fire or security alarm will be assessed \$500 per incident.

16.ENGINEERING OVERTIME - Should the Contractor perform any work which, in the reasonable estimation of Building Manager, requires the Building Engineer to be on duty during non-standard working hours, Tenant shall be responsible for cost of such services at the rate of \$75.00 an hour, with a minimum charge for four (4) hours. Such charge shall be payable by Tenant and Contractor.

17.POSTING OF RULES AND REGULATIONS - A copy of these rules and regulations, acknowledged and accepted by the General Contractor, must be posted on the job site in a manner allowing easy access by all workers. It is the Contractor's responsibility to instruct all workers, including subcontractors, to familiarize themselves with these rules.

18.SIGNAGE - Contractor or subcontractor signage may not be displayed in the Building common areas or any of the window glass.

19.HOUSEKEEPING - Daily cleaning is to be performed in the work area before leaving the Premises, including but not limited to the clean up of (vacuuming of) floor covering, exposed surfaces, janitors closet and any other affected areas. Workmen are to use only restroom facilities designated by Building Management and will maintain the single restroom in an acceptable fashion. Materials and/or supplies which must remain on the Premises over night are to be consolidated daily and stored in a discreet location out of tenant view if possible. If Building staff designates a better location for storage than originally chosen, the Contractor is to have materials relocated.

20.PARKING - Parking in the loading dock by the Contractors and/or their personnel is strictly prohibited.

21.FREIGHT ELEVATORS - All construction materials/tools are to be transported on the freight elevator only. Freight elevator may not be used from 8:00 a.m. - 9:30 a.m., 11:30 a.m. to 1:00 p.m., and 4:30 to 6:00 p.m. Any deliveries requiring more than one trip will have to be scheduled in advance through Building Management. Under no circumstances are the passenger elevators to be used.

22.SUPERVISION - There will be a person of authority (supervisor) on the job at all times who will always be accessible to Building Management.

- 23.RADIOS - No radios will be permitted to be played in common areas (including hallways, restrooms, stairwells). Radios will only be permitted to be played in enclosed office space and at a low volume.
- 24.CONDUCT - While workmen are in the Building, they will conduct themselves in a quiet and efficient manner and demonstrate courtesy to tenants and staff. Proper attire must be worn at all times including shoes and shirts; no cutoff shirts or ragged clothes will be permitted at any time. Workmen are not to congregate in any public area for lunch or for reasons other than work. Noon break is to be taken away from access and egress areas of the Building. All lunch trash is to be properly disposed of by the workmen.
- 25.INTENTIONALLY OMITTED.
- 26.SMOKING - Smoking is not permitted inside any area of the Building. The workmen will take care of properly extinguishing and place used smoking materials in the ash trays outside of the Building.
- 27.ACCESS - Wherever possible no vendors or materials are to block loading dock or elevator access on any floor or to block restrooms, stairwells or suite access. Work materials may not obstruct access way for tenants. Building materials may not be brought into the Building through the lobbies or stored in the lobbies or corridors at any time.
- 28.CABLING - Abandoned telephone or data cabling shall be removed from the ceiling and any new communication cabling must be separately supported from the slab above, and not hanging from ceiling supports.
- 29.OUTLETS - Electrical outlets being abandoned shall have the BX removed to junction box or the panel.
30. Any significant breach of guidelines by a Contractor which adversely affects a Tenant, or embarrasses the Owner's agents, cannot be allowed. Gross negligence in this case will be cause for dismissal from the Premises. The contracting company may also be expelled from the Building for repeated disregard for the aforementioned instructions.

CONTRACTOR ACKNOWLEDGEMENT

Signed: _____
Date: _____



EXHIBIT C

RULES AND REGULATIONS

This Exhibit is attached to and made a part of that certain Lease Agreement dated as of March 14, 2007, by and between Wells Operating Partnership, L.P. a Delaware limited partnership ("Landlord"), and HydroGeoLogic, Inc., a Delaware corporation ("Tenant").

The following rules and regulations have been formulated for the safety and well-being of all tenants of the Building. Strict adherence to these rules and regulations is necessary to guarantee that every tenant will enjoy a safe and undisturbed occupancy of its premises. Any violation of these rules and regulations by Tenant shall constitute a default by Tenant under the Lease.

A. ALL TENANTS.

The following rules shall be applicable to all tenants of the Building:

1. Tenant shall not obstruct or encumber or use for any purpose other than ingress and egress to and from the Premises any sidewalk, entrance, passage, court, elevator, vestibule, stairway, corridor, hall or other part of the Building not exclusively occupied by Tenant. No bottles, parcels or other articles shall be placed, kept or displayed on window ledges, in windows or in corridors, stairways or other public parts of the Building. Tenant shall not place any showcase, mat or other article outside the Premises. Nothing may be placed on or about balcony areas, if any, of the Building without Landlord's prior written approval. Tenant shall keep all portions of the Premises which are visible from the Building's central atrium (if any) in a tasteful, neat and orderly condition characteristic of first-class professional offices, so as not to be offensive to other tenants of the Building. No desks, bookcases, file cabinets and other furniture shall be placed against the glass surrounding the Building's central atrium (if any).

2. 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. Tenant shall not permit the visit to the 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. Tenant shall coordinate in advance with Landlord's property management department all deliveries to the Building so that arrangements can be made to minimize such interference. Tenant shall not permit its employees and invitees to congregate in the elevator lobbies or corridors of the Building. Canvassing, soliciting and peddling in the Building are prohibited, and Tenant shall cooperate to prevent the same. Public corridor doors, when not in use, shall be kept closed. Nothing, including mats and trash, shall be placed, swept or thrown into the corridors, halls, elevator shafts, stairways or other public or Common Areas.

3. Tenant shall not attach, hang or use in connection with any window or door of the Premises any drape, blind, shade or screen, without Landlord's prior written consent. All awnings, drapes, projections, curtains, blinds, shades, screens and other fixtures shall be of a quality, type, design and color, and shall be attached in a manner, approved in writing by Landlord. Any Tenant-supplied window treatments shall be installed behind Landlord's standard window treatments so that Landlord's standard window treatments will be what is visible to persons outside the Building. Drapes (whether installed by Landlord or Tenant) which are visible from the exterior of the Building shall be cleaned by Tenant at least once a year, without notice from Landlord, at Tenant's own expense.

4. Tenant shall not use the water fountains, water and wash closets, and plumbing and other fixtures for any purpose other than those for which they were constructed, and Tenant shall not place any debris, rubbish, rag or other substance therein (including coffee grounds). All damages from misuse of fixtures shall be borne by the tenant causing same.

5. Tenant shall not construct, maintain, use or operate within the Premises any electrical device, wiring or apparatus in connection with a loudspeaker system (other than an ordinary telephone and paging system) or other sound system, in connection with any excessively bright, changing, flashing, flickering or moving light or lighting device, or in connection with any similar device or system, without Landlord's prior written consent. Tenant shall not construct, maintain, use or operate any such device or system outside of its Premises or within such Premises so that the same can be heard or seen from outside the Premises. No flashing, neon or search lights shall be used which can be seen outside the Premises. Only warm white lamps may be used in any fixture that may be visible from outside the Building or Premises. Tenant shall not maintain, use or operate within the Premises any space heater.

6. Tenant shall not bring any bicycle, vehicle, animal, bird or pet of any kind into the Building, except seeing-eye or hearing-ear dogs for handicapped persons visiting the Premises. Except while loading and unloading vehicles, there shall be no parking of vehicles or other obstructions placed in the loading dock area.

7. Except as specifically provided to the contrary in the Lease, Tenant shall not cook or permit any cooking on the Premises, except for microwave cooking and use of coffee machines by Tenant's employees for their own consumption. Tenant shall not cause or permit any unusual or objectionable odor to be produced upon or emanate from the Premises.

8. Tenant shall not make any unseemly or disturbing noise or disturb or interfere with occupants of the Building, whether by the use of any musical instrument, radio, talking machine or in any other way.

9. Tenant shall not place on any floor a load exceeding the floor load per square foot which such floor was designed to carry. Landlord shall have the right to prescribe the weight, position and manner of installation of safes and other heavy equipment and fixtures. Landlord shall have the right to repair at Tenant's expense any damage to the Premises or the Building caused by Tenant's moving property into or out of the Premises or due to the same being in or upon the Premises or to require Tenant to do the same. Tenant shall not receive into the Building or carry in the elevators any safes, freight, furniture, equipment or bulky item except as approved by Landlord, and any such furniture, equipment and bulky item shall be delivered only through the designated delivery entrance of the Building and the designated freight elevator at designated times. Tenant shall remove promptly from any sidewalk adjacent to the Building any furniture, furnishing, equipment or other material there delivered or deposited for Tenant. Landlord reserves the right to inspect all freight to be brought into the Building, except for government classified and confidential client materials, and to exclude from the Building all freight which violates any of these rules or the Lease.

10. Tenant shall not place additional locks or bolts of any kind on any of the doors or windows, and shall not make any change in any existing lock or locking mechanism therein, without Landlord's prior written approval. At all times Tenant shall provide Landlord with a "master" key for all locks on all doors and windows. Tenant shall keep doors leading to a corridor or main hall closed at all times except as such doors may be used for ingress or egress and shall lock such doors during all times the Premises are unattended. Tenant shall, upon the termination of its tenancy: (a) restore to Landlord all keys and security cards to stores, offices, storage rooms, toilet rooms, the Building and the Premises which were either furnished to, or otherwise procured by, Tenant, and in the event of the loss of any keys so furnished, Tenant shall pay the replacement cost thereof; and (b) inform Landlord of the combination of any lock, safe and vault in the Premises. At Landlord's request, Landlord's then customary charge per key shall be paid for all keys in excess of two (2) of each type. Tenant's key system shall be consistent with that for the rest of the Building.

11. Except as shown in the Final Construction Drawings, Tenant shall not install or operate in the Premises any electrically operated equipment or machinery (other than standard servers, desk-top office equipment, including desk-top computers and copiers, typewriters, facsimile machines, printers or other similar equipment used in connection with standard office operations) without obtaining the prior written consent of Landlord. Landlord may condition such consent upon Tenant's payment 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. Landlord shall have the right at any time and from time to time to designate the electric service providers for the Building. Tenant shall cooperate with Landlord and such service providers and shall allow, as reasonably necessary, access to the Building's electric lines, feeders, risers, wiring and any other Building machinery. Tenant shall not install any equipment of any type or nature that will or may necessitate any changes, replacements or additions to, or changes in the use of, the water system, heating system, plumbing system, air-conditioning system or electrical system of the Premises or the Building, without obtaining Landlord's prior written consent, which consent may be granted or withheld in Landlord's sole and absolute discretion. If any machine or equipment of Tenant causes noise or vibration that may be transmitted to such a degree as to be objectionable to Landlord or any tenant in the Building, then Landlord shall have the right to install at Tenant's expense vibration eliminators or other devices sufficient to reduce such noise and vibration to a level satisfactory to Landlord or to require Tenant to do the same.

12. All telephone and telecommunications services desired by Tenant shall be ordered by and utilized at the sole expense of Tenant. All of Tenant's telecommunications equipment shall be and remain solely in the Premises and the telephone closet(s) designated by Landlord. Landlord shall have no responsibility for the maintenance of Tenant's telecommunications equipment (including wiring) nor for any wiring or other infrastructure to which Tenant's telecommunications equipment may be connected. Landlord shall have the right, upon reasonable prior notice to Tenant (except in the event of an emergency), to interrupt telecommunications facilities as necessary in connection with any repairs or with installation of other telecommunications equipment for a reasonable period of time. Subject to the provisions of the Lease, Tenant shall not utilize any wireless communications equipment (other than usual and customary cellular telephones), including antennae, at the Premises or the Building, without Landlord's prior written consent, which may be granted or withheld in Landlord's sole and absolute discretion.

13. No telephone, telecommunications or other similar provider whose equipment is not then servicing the Building shall be permitted to install its lines or other equipment within or about the Building without first securing the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord's approval shall not be deemed any kind of warranty or representation by Landlord, including any warranty or representation as to the suitability, competence, or financial strength of the provider. Without limitation of the foregoing standards, as specific conditions of any consent: (i) Landlord shall incur no expense whatsoever with respect to any aspect of the provider's provision of its services (including the costs of installation, materials and services); (ii) prior to commencement of any work in or about the Building by the provider, the provider shall supply Landlord with such written indemnities, insurance, financial statements, and such other items as Landlord reasonably determines and Landlord shall have reasonably determined that there is sufficient space in the Building for the placement of the necessary equipment and materials; (iii) the provider agrees to abide by such rules and regulations, building and other codes, job site rules and such other requirements as are reasonably determined by Landlord to be necessary; (iv) the provider shall agree to use existing building conduits and pipes or use building contractors (or other contractors approved by Landlord); (v) the provider shall pay Landlord such compensation as is reasonably determined by Landlord to compensate it for space used in the building for the storage and maintenance of the provider's equipment, the fair market value of a provider's access to the Building, and the costs which may reasonably be expected to be incurred by Landlord; (vi) the provider shall agree to deliver to Landlord detailed "as built" plans immediately after the installation of the provider's equipment is complete; and (vii) all of the foregoing matters shall be documented in a written agreement between Landlord and the provider on Landlord's standard form and otherwise reasonably satisfactory to Landlord.

14. Landlord reserves the right to exclude from the Building at all times any person who does not properly identify himself to the Building management or attendant on duty. Landlord shall have the right to exclude any undesirable or disorderly persons from the Building at any time. Landlord may require all persons admitted to or leaving the Building to show satisfactory identification and to sign a register. Tenant shall be responsible for all persons for whom it authorizes entry into the Building and shall be liable to Landlord for all acts of such persons. Landlord has the right to evacuate the Building in the event of emergency or catastrophe or for the purpose of holding a reasonable number of fire drills.

15. Tenant shall not permit or encourage any loitering in or about the Premises and shall not use or permit the use of the Premises for lodging, dwelling or sleeping.

16. Tenant, before closing and leaving the Premises at the end of each business day, shall see that all lights and equipment are turned off, including coffee machines.

17. Tenant shall not request Landlord's employees to perform any work or do anything outside of such employees' regular duties without Landlord's prior written consent. Tenant's special requirements will be attended to only upon application to Landlord, and any such special requirements shall be billed to Tenant in accordance with the schedule of charges maintained by Landlord from time to time or as is agreed upon in writing in advance by Landlord and Tenant. Tenant shall not employ any of Landlord's employees for any purpose whatsoever without Landlord's prior written consent. Tenant shall notify Landlord or the Building manager of any person employed by it to do janitorial work within the Premises, except for full-time employees of Tenant, prior to such person's commencing work, and such person shall, while in the Building and outside of the Premises, comply with all instructions issued by Landlord or its representatives.

18. There shall not be used in any space, or in the public halls of the Building, either by any 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 for any loss or damage resulting from any deliveries made by or for Tenant.

19. Tenant shall not install or permit the installation of any wiring for any purpose on the exterior of the Premises (except in connection with approved signage). Landlord will direct electricians as to where and how telephone and telegraph wires are to be introduced. No boring or cutting for wires or stringing of wires will be allowed without written consent of Landlord. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord. All such work shall be effected pursuant to permits issued by all applicable governmental authorities having jurisdiction. Tenant shall not do anything, or permit anything to be done, in or about the Building, or bring or keep anything therein, that will in any way increase the possibility of fire or other casualty or obstruct or interfere with the rights of, or otherwise injure or annoy, other tenants, or do anything in conflict with the valid pertinent laws, rules, or regulations of any governmental authority.

20. Tenant acknowledges that it is Landlord's intention that the Building be operated in a manner which is consistent with the highest standards of cleanliness, decency and morals in the community which it serves. Toward that end, Tenant shall not sell, distribute, display or offer for sale any

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item which, in Landlord's judgment, is inconsistent with the quality of operation of the Building or may tend to impose or detract from the moral character or image of the Building. Tenant shall not use the Premises for any immoral or illegal purpose. Tenant shall cooperate with Building employees in keeping the Premises neat and clean.

21. Unless otherwise expressly provided in the Lease, Tenant shall not use, occupy or permit any portion of the Premises to be used or occupied for the storage, manufacture, or sale of liquor.

22. Tenant shall purchase or contract for waxing, rug shampooing, venetian blind washing, interior glass washing, furniture polishing, janitorial work, removal of any garbage from any dining or eating facility or for towel service in the Premises, only from contractors, companies or persons approved by Landlord.

23. Tenant shall not remove, alter or replace the ceiling light diffusers, ceiling tiles or air diffusers in any portion of the Premises without the prior written consent of Landlord.

24. Tenant shall not purchase water, ice, coffee, soft drinks, towels, or other merchandise or services from any company or person whose repeated violation of Building regulations has caused, in Landlord's reasonable opinion, a hazard or nuisance to the Building and/or its occupants.

25. Tenant shall not pay any employee on the Premises except those actually employed therein; nor shall Tenant use the Premises as headquarters for large scale employment of workers for other locations.

26. Landlord shall have the right, upon written notice to Tenant, to require Tenant to refrain from or discontinue any advertising by Tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability for offices.

27. Tenant shall not in any manner deface any part of the Premises or the Building. Other than ordinary office decorations, no stringing of wires, boring or cutting shall be permitted except with Landlord's prior written consent. Any floor covering installed by Tenant shall have an under layer of felt rubber, or similar sounddeadening substance, which shall not be affixed to the floor by cement or any other non-soluble adhesive materials.

28. Should Tenant's use and occupancy of the Premises require the installation of supplemental cooling, and should the Building contain a closed loop, Tenant agrees that its supplemental cooling requirements will be serviced by a split system, air-cooled supplemental system. Tenant agrees to be responsible for fees associated with placing equipment on the roof of the Building.

29. Tenant shall handle its newspapers, "office paper," garbage, trash and other waste products in the manner required by applicable law (as the same may be amended from time to time) whether required of Landlord or otherwise and shall conform with any recycling plan instituted by Landlord. Landlord shall have no obligation to accept any waste that is not prepared for collection in accordance with any such requirements. Landlord reserves the right to require Tenant to arrange for waste collection, at Tenant's sole cost and expense, utilizing a contractor reasonably satisfactory to Landlord, and to require Tenant to pay all costs, expenses, fines, penalties, or damages that may be imposed on Landlord or Tenant by reason of Tenant's failure to comply with any such requirements. If Tenant is unable to comply with Landlord's standard procedures regarding the internal collection, sorting, separation and recycling of waste, then, upon reasonable advance notice to Landlord, Landlord shall use reasonable efforts to arrange for alternative procedures for Tenant, provided Tenant shall pay Landlord all additional costs incurred by Landlord with respect thereto.

30. Tenant shall not bring or keep, or permit to be brought or kept, in the Building any weapon or flammable, combustible or explosive fluid, chemical or substance, except as otherwise expressly permitted in the Lease.

31. Tenant shall comply with all workplace smoking Laws. There shall be no smoking in bathrooms, elevator lobbies, elevators, terraces, loading docks, plaza areas, and other Common Areas.

32. All wiring and cabling installed by Tenant shall be marked and coded, in a manner reasonably acceptable to Landlord, to identify such facilities as belonging to Tenant and the point of commencement and termination of such facilities. All such cabling and wiring shall, at Landlord's request, be removed by Tenant upon the expiration or termination of the Lease if required by the terms of the Lease or if applicable governmental agencies require removal of such facilities upon the termination of their use or abandonment.

33. Landlord may, upon request of Tenant, waive Tenant's compliance with any of the rules, provided that (a) no waiver shall be effective unless signed by Landlord, (b) no waiver shall relieve

Tenant from the obligation to comply with such rule in the future unless otherwise agreed in writing by Landlord, (c) no waiver granted to any tenant shall relieve any other tenant from the obligation of complying with these rules and regulations, and (d) no waiver shall relieve Tenant from any liability for any loss or damage resulting from Tenant's failure to comply with any rule. Landlord reserves the right to rescind any of these rules and make such other and further rules as in the judgment of Landlord shall from time to time be needed for the safety, protection, care, and cleanliness of the Building, the operation thereof, the preservation of good order therein, and the protection and comfort of its tenants, their agents, employees, and invitees, which rules when made and notice thereof given to a tenant shall be binding upon it in like manner as if originally herein prescribed. In the event of any conflict or inconsistency between the terms and provisions of these rules, as now or hereafter in effect, and the terms and provision of the Lease, the terms and provision of the Lease shall prevail.

B. RETAIL TENANTS ONLY.

The following rules shall be applicable to retail tenants only:

1. Tenant shall replace promptly any cracked or broken glass in the Premises (including all windows, display cases, countertops and doors) with glass of like color, kind and quality.
2. Tenant shall not operate its business in a manner which is commonly known as a "discount house", "wholesale house", "cut-rate store", or "outlet store". The Premises shall not be used for conducting any barter, trade, or exchange of goods, or sale through promotional give-away gimmicks, or any business involving the sale of second-hand goods, insurance salvage stock or fire sale stock, and shall not be used for any auction or pawnshop business, any fire sale, bankruptcy sale, going-out-of-business sale, moving sale, bulk sale or any other business which, because of merchandising methods or otherwise, would tend to lower the first-class character of the Building.
3. Tenant shall not receive or ship articles of any kind outside the designated loading area for the Premises or other than during the designated loading times.
4. Tenant shall keep any garbage, trash, rubbish or other refuse in rat-proof containers within the interior of the Premises; deposit daily such garbage, trash, rubbish and refuse in receptacles designated by Landlord; and enclose and/or shield such receptacles in a manner approved by Landlord.
5. Tenant shall not sell, display or offer for sale any roach clip, water pipe, bong, coke spoon, cigarette papers, hypodermic syringe or other paraphernalia which in Landlord's opinion are commonly used in connection with illegal drugs, or any pornographic, lewd, suggestive or "adult" newspaper, book, magazine, film, picture or merchandise of any kind.
6. Tenant shall not install burglar bars in or to the Premises without Landlord's prior approval and if requested to do so by Landlord, install a locking system compatible with the locking system being used by Landlord at the Building.

EXHIBIT D

CERTIFICATE AFFIRMING THE LEASE AND RENT COMMENCEMENT DATES

This Exhibit is attached to and made a part of that certain Lease Agreement dated as of March 14, 2007, by and between Wells Operating Partnership, L.P. a Delaware limited partnership ("Landlord"), and HydroGeoLogic, Inc., a ~~Delaware~~ corporation ("Tenant").

1. The Lease Commencement Date is July 1, 2007.
2. The Rent Commencement Date is September 1, 2007.
3. The initial Lease Term shall expire on July 1, 2019.

Attached to this Certificate is evidence of payment of premiums for all insurance required pursuant to the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Certificate under seal on _____, 2007.

WITNESS/ATTEST:

LANDLORD:

WELLS OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership

By: Wells Real Estate Investment Trust, Inc.,
a Maryland corporation, its general
partner

By: _____
Name: _____
Title: _____

WITNESS/ATTEST:

TENANT:

HYDROGEOLOGIC, INC., a _____
corporation

By: _____ [SEAL]
Name: _____
Title: _____


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<u>OPERATING PLAN - ARC-TECH</u> <u>TASK & FREQUENCY CHART</u>		
AREA & TASK DESCRIPTION	FREQUENCY	CLASS
RESTROOMS		
Monitor and service throughout the day -	Twice Daily	Policer
Sweep & wet mop floors	Daily	Restroom
Clean and disinfect all fixtures & metal surfaces	Daily	Restroom
Empty waste receptacles and service all dispensers	Daily	Restroom
Empty sanitary napkin receptacles	Daily	Restroom
Spot clean & dust surfaces	Daily	Restroom
Damp wipe entire surface area of stall partitions, doors, window	Weekly	Restroom
Damp wipe frames, sills, vents, and waste receptacles	Weekly	
Scrub floors	Quarterly	Periodic
GENERAL OFFICE, CONFERENCE SPACE		
Spot dust horizontal surfaces	Daily	Zone
Clean glass desk tops	Daily	Zone
Spot vacuum carpeted floor areas	Daily	Zone
Spot sweep bare floor areas	Daily	Zone



AREA & TASK DESCRIPTION	FREQUENCY	CLASS
Spot clean carpets	Daily	Zone
Empty wastebaskets / collect recycling	Daily	Trash & Recycle
Damp wipe fixtures - <i>Vending Areas & Kitchenettes</i>	Daily	Zone
Restock and supply paper towels - <i>Vending Areas & Kitchenettes</i>	Daily	Zone
Thorough dust all horizontal surfaces	Weekly	Zone
Thorough vacuum full carpet floor areas	Weekly	Zone
Thorough sweep full bare floor areas	Weekly	Zone
Sweep, damp mop, buff & sweep floors	Weekly	Buffer
Thoroughly dust all vertical surfaces	Weekly	Zone
Damp wipe door glass, partitions, pictures, bookcases	Weekly	Zone
Spot clean walls within 70"	Monthly	Zone
Strip & apply floor finish to resilient & hard floors	Annually	Periodic
EXECUTIVE OFFICE AND EXECUTIVE SPACE		
Dust all furniture & surfaces within 70" of the floor	Daily	Zone
Thoroughly vacuum full carpet areas & rugs	Daily	Zone
Thoroughly sweep full bare floor areas	Daily	Zone



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AREA & TASK DESCRIPTION	FREQUENCY	CLASS
Clean glass desk tops	Daily	Zone
Spot clean carpet & rug surfaces	Daily	Zone
Empty wastebaskets / collect recycling	Daily	Zone
Clean door glass, partitions, pictures, bookcases	Weekly	Zone
Dust vertical surfaces & under surfaces	Weekly	Zone
Spot clean wall surfaces within 70"	Weekly	Zone
Damp wipe wastebaskets	Weekly	Periodic
Clean & treat wood paneling	Monthly	Periodic
MAIN ENTRNCE MAIN CORRIDOR AND LOBBY		
Empty and wipe chrome trash receptacles	Daily	Corridor
Thoroughly vacuum carpet areas	Daily	Corridor
Empty wastebaskets / collect recycling	Daily	Trash & Recycle
Clean door glass	Daily	Corridor
Spot clean marble & stone surfaces	Daily	Corridor
Clean & polish all metal surfaces	Weekly	Corridor
Clean & polish all wood surfaces	Weekly	Corridor



AREA & TASK DESCRIPTION	FREQUENCY	CLASS
Wipe clean metal & plastic recycling containers	Weekly	Corridor
Clean metal and marble door thresholds	Annually	Periodic
Shampoo carpets lobbies and corridors	Monthly	
SECONDARY ENTRANCES, LOBBIES, AND CORRIDORS		
Sweep bare floors	Daily	Corridor
Spot mop bare floors	Daily	Corridor
Empty wastebaskets / collect recycling	Daily	Trash & Recycle
Damp mop & buff hard & resilient floors lobby	three times / week	Buffer
Damp mop & buff hard & resilient floors vending areas	Weekly	Buffer
Clean entrance door glass	Daily	Corridor
Polish metal surfaces	Quarterly	Periodic
Shampoo carpets lobbies and corridors	Semi Annually	Periodic
DRINKINGS FOUNTAINS		
Disinfect all surfaces of the drinking fountain	Daily	Zone
PUBLIC TELEPHONE AREAS		
Spot clean interior & exterior, damp wipe surfaces	Daily	Zone



AREA & TASK DESCRIPTION	FREQUENCY	CLASS
ENTRANCES & ELEVATORS CARPET		
Clean all interior surfaces of the car	Daily	Elevator
Damp wipe exterior surfaces of doors & frames	Daily	Elevator
Vacuum carpets	Daily	Elevator
STAIRWAYS AND LANDINGS		
Police and spot clean areas	Daily	Stair
Sweep, vacuum, and dust steps, risers, and landings	Twice Weekly	Stair
Wet mop steps, risers & landings	Monthly	Stair
Wipe clean all woodwork and bright metal	Monthly	Stair
Spot clean walls within 70"	Monthly	Stair
GARAGE		
Police Outside Areas	NONE	Outside
Empty waste & ash receptacles	Daily	Outside
Designated Smoking Areas Police & Remove Trash	Twice Daily	Outside
GUARD DESK AND COUNTERS		
Empty wastebaskets	Daily	Zone


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AREA & TASK DESCRIPTION	FREQUENCY	CLASS
Dust horizontal surfaces	Daily	Zone
Vacuum or sweep floor areas	Daily	Zone
Damp mop & buff resilient floor area	Daily	Buffer
Thoroughly vacuum carpet areas	Daily	Zone
VENETIAN BLINDS		
Dust or vacuum	Quarterly	Periodic
High Cleaning:	Quarterly	
Clean surfaces 70 inches or more from the floor	Annually	Periodic
Snack Bar, Vending Areas, Concession Space, Kitchen Area included in room cleaning		
Wastebaskets / Receptacles		
Clean / wash wastebaskets / receptacles	Annually	Periodic
Change liners	Daily	Trash
Recycling - Remove to designated areas	Daily	Recycle



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