

DEED OF LEASE

by and between

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

and

Sunnybrook Investments, LLC,
a Delaware limited liability company

Dated November 17, 2018

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EXHIBIT A DESCRIPTION OF PREMISES

EXHIBIT A-1 WORK AGREEMENT

EXHIBIT B CONSTRUCTION RULES AND REGULATIONS

EXHIBIT C BUILDING RULES AND REGULATIONS

EXHIBIT D COMMENCEMENT DATE CERTIFICATE

EXHIBIT E Form of SNDA

AGREEMENT OF LEASE

THIS DEED OF LEASE, (the "Lease") made this 17th day of November, 2018, by and between **SIP / CREF 6849 Old Dominion, LLC** a Delaware limited liability company, hereinafter referred to as "Landlord", and Sunnybrook Investments, LLC, a Delaware limited liability company, referred to as "Tenant".

WITNESSETH:

Fundamental Lease Provisions

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

<u>TERMS</u>	<u>DESCRIPTION/DEFINITION</u>
A. Landlord:	SIP / CREF 6849 Old Dominion, LLC a Delaware limited liability company
B. Tenant:	Sunnybrook Investments, LLC, a Delaware limited liability company
C. Address for Notices to Landlord:	SIP / CREF 6849 Old Dominion, LLC SIP Manager, LLC 1401 New York Avenue NW, Suite 440 Washington, DC 20005
D. Agent & Agent's Contact Information:	Stream Realty 381 Elden Street Suite 1323 Herndon, VA 20170
E. Address for Payment of Rent:	SIP / CREF 6849 Old Dominion, LLC SIP Manager, LLC (make all Rent checks payable to SIP / CREF 6849 Old Dominion, LLC and mail to c/o Stream Realty, 381 Elden Street Suite 1323, Herndon, VA 20170)
F. Address for Notices to Tenant <u>Prior to</u> Lease Commencement Date:	<u>Keith Merson</u> <u>911 Kimberwicke Rd</u> <u>McLean VA 22102</u> Attention: _____

G. Address for Notices to Tenant <u>After</u> Lease Commencement Date:	Sunnybrook Investments, LLC 6849 Old Dominion Drive Suite 224 221 McLean, VA 22101 Attention: Keith Merson
H. Building:	The building located at 6849 Old Dominion Drive, McLean, VA 22101
I. Premises:	Suite # 224 ²²¹ containing approximately 1,687 rentable square feet of space located on the second floor of the Building, as set forth in Exhibit A attached hereto and hereby stipulated by the parties to constitute the rentable area of the Premises for purposes of this Lease.
J. Term:	
J.1 Lease Term:	Approximately sixty-three (63) full calendar months following the Rent Commencement Date through the Lease Expiration Date.
J.2 Lease Commencement Date:	The date of delivery of the Premises to Tenant as provided in this Lease.
J.3 Rent Commencement Date:	The earlier to occur of (i) the date upon which Tenant first commences to conduct business in the Premises, or (ii) the date Tenant has substantially completed the Tenant's Work (as such term is defined in Exhibit A-1), or (iii) February 1, 2019.
J.4 Lease Expiration Date:	The last day of the month which is the sixty-third (63 rd) full calendar month after the month in which the Rent Commencement Date occurs.
J.5 Anticipated Delivery Date:	The date of full execution of this Lease.
J.6 Option to Renew:	Intentionally Deleted.

K. Base Rent

Lease Year	Annual Base Rent	Monthly Base Rent Installment
1	\$59,888.52	\$4,990.71
2	\$61,541.76	\$5,128.48
3	\$63,228.72	\$5,269.06
4	\$64,966.32	\$5,413.86
5	\$66,754.56	\$5,562.88
6	\$68,593.44	\$5,716.12

Notwithstanding the foregoing, so long as Tenant is not in monetary or material nonmonetary default under the Lease beyond any applicable notice and cure periods, Landlord shall abate one hundred percent (100%) of the monthly Base Rent installment for the first three (3) full calendar months (the "Abatement Period") following the Rent Commencement Date (i.e. Fourteen Thousand Nine Hundred Forty Five and 52/100 Dollars (\$14,945.52), the "Abatement Amount"), with Tenant remaining liable for Base Rent for any partial month between the Rent Commencement Date and the next succeeding full calendar month in the event the Rent Commencement Date is not the first (1st) day of a calendar month.

L. Permitted Use: For general business office use and for no other purpose

M. Security Deposit: \$5,716.12

N. Additional Rent:

N.1 Base Year for Operating Expenses: Calendar Year 2019

N.2 Base Year for Real Estate Taxes: Calendar Year 2019

N.3 Tenant's Pro Rata Share of Operating Expenses: 2.52%

N.4 Tenant's Pro Rata Share of Real Estate Taxes: 2.52%

O. Allowance/Buildout: See Improvement section of the Lease and Work Agreement exhibit

P. Guarantor: Intentionally Deleted

Q. Signage Fees:

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

Directory Fee: \$100 (payable upon lease execution)

R. Brokers:

R.1 Tenant: None

R.2 Landlord: Avison Young

S. Parking:

Parking Ratio = 3/1,000 rentable square feet of Premises. More specifically described in Section 26.

Section 1. Leased Premises.

1.01 In consideration of the Rent hereinafter reserved and of the covenants hereinafter contained, Landlord does hereby lease to Tenant, and Tenant hereby leases from Landlord, the Premises (shown on Exhibit "A" attached hereto) reserving, however, to Landlord space for and use of all necessary pipes, ducts, conduits, cables, plumbing, vents and wires leading to and from the portions of the Building not hereby leased and to and through the Premises which will not unreasonably interfere with Tenant's use of the Premises. Landlord expressly reserves the right to change the name of the Building without notice to Tenant. The Building and the real property on which it is situated and any other improvements thereon are sometimes hereinafter collectively referred to as the "**Property**."

Section 2. Term; Possession.

2.01 The term of this Lease shall commence on the Lease Commencement Date, and shall terminate at 12:00 o'clock, midnight, on the Lease Expiration Date. The term "**Lease Year**" shall refer to each consecutive twelve (12) month period elapsing from and after Rent Commencement Date, provided however, if the Rent Commencement Date is other than the first day of a calendar month, the term "**Lease Year**" shall refer to each consecutive twelve (12) month period elapsing from and after the first day of the first calendar month following the Rent Commencement Date; provided that in any event, the first Lease Year shall commence on the Rent Commencement Date.

2.02 If applicable, Tenant will execute the Commencement Date Certificate attached to this Lease as Exhibit D within five (5) days of Landlord's request therefor.

Section 3. Rent.

3.01 Base Rent. Tenant hereby covenants and agrees to pay a basic annual rent ("**Base Rent**") set forth in the Fundamental Lease Provisions, payable on demand without deduction, set off, demand or counterclaim in equal monthly installments, in advance, on the first day of each month during the term.

3.02 Late Fees and Interest. Any installments of Rent (as hereinafter defined) which are not paid within five (5) days after the due date shall be subject each month to a late charge equal to ten percent (10%) of the amount due, which shall be payable as Additional Rent. Any installment of Rent not paid within ten (10) days from the date due shall accrue interest at eighteen percent (18%) per annum (or the highest legal rate, if lower) until paid in full, which interest shall be deemed Additional Rent hereunder.

3.03 Rent; Manner of Payment. The term "**Rent**" as used herein, includes, without limitation, (a) Base Rent (b) Operating Cost Pass-Throughs, (c) Real Estate Tax Pass-Throughs, and (d) all other amounts payable by Tenant to Landlord (whether or not the same are specifically referred to herein as Additional Rent). Items (b), (c) and (d) above may sometimes herein be referred to as "**Additional Rent**". If the term of this

Lease begins on a day other than the first day of a month, Base Rent from such date until the first day of the next succeeding month shall be prorated on the basis of the actual number of days in each such month and shall be payable in advance. All payments of Rent shall be made without demand, deduction, offset or counterclaim in cash or by check, auto deposit, or wire transfer payable to Landlord c/o Agent, and delivered to the Rent Payment Address set forth in the Fundamental Lease Provisions above or to such other person and place as may be designated from time to time by written notice from Landlord to Tenant. If Tenant shall present to Landlord more than twice during the term of this Lease checks or drafts or electronic payments not honored by the institution upon which they are issued, then Landlord may require that all future payments of Rent, hereunder be made by money order, certified or cashier's check. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check for payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Lease. The acceptance by Landlord of any Rent on a date after the due date of such payment shall not be construed to be a waiver of Landlord's right to declare a default for any other late payment. Tenant's covenant to pay Rent shall be independent of every other covenant set forth in this Lease. Tenant's obligation to pay Rent accruing during the Lease Term shall survive the expiration of this Lease.

3.04 Security Deposit and First Month's Rent. Upon execution of this Lease, Tenant shall deposit with Landlord the Security Deposit defined in the Fundamental Lease Provisions, and shall also deposit the first (1st) month of Base Rent, the latter to be applied to the first full month of Base Rent due hereunder. If Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of Base Rent or Additional Rent, Landlord may use, apply or retain all or any part of the Security Deposit for the payment of any Rent, or any other sum in default, or for the payment of any other amount Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage Landlord may suffer by reason of Tenant's default and Tenant shall replenish the Security Deposit upon request.

3.05 Rent Tax. Tenant shall be solely responsible for the payment of any rental, sales or use tax or other similar tax against the rentals payable hereunder, in the event such a tax shall be enacted subsequent to the date of this Lease. Any such payments shall be paid concurrently with the payments of the Rent on which the tax is based.

3.06 Additional Rent for Operating Expenses and Real Estate Taxes.

3.06.1 If, in any calendar year during the Lease Term after the Base Year for Operating Expenses (as defined in the Fundamental Lease Provisions), the amount of Operating Expenses exceeds the amount of Operating Expenses in the Base Year for Operating Expenses, then Tenant shall pay, as Additional Rent to Landlord, an amount ("Operating Cost Pass-Throughs") which is the product of (A) the amount of such increase in Operating Expenses, multiplied by (B) Tenant's Pro Rata Share of Operating Expenses set forth in the Fundamental Lease Provisions. The amount determined by the aforesaid calculation shall be "Tenant's Operating Cost Pass-Throughs".

3.06.2 If, in any calendar year during the Lease Term after the Base Year for Real Estate Taxes, the amount of Real Estate Taxes exceeds the amount of Real Estate Taxes in the Base Year for Real Estate Taxes, then Tenant shall pay, as Additional Rent to Landlord, an amount which is the product of (1) the amount ("Real Estate Tax Pass-Throughs") of such increase in Real Estate Taxes, multiplied by (2) Tenant's Pro Rata Share of Real Estate Taxes set forth in the Fundamental Lease Provisions. The amount determined by the aforesaid calculation shall be "Tenant's Real Estate Tax Pass-Throughs".

3.06.3 Any Additional Rent payable by Tenant for any partial calendar year during the Lease

Term shall be determined by multiplying the annualized amount due by a fraction, the numerator of which is the number of days during such calendar year falling within the Lease Term and the denominator of which is three hundred sixty (360).

3.06.4 “**Operating Expenses**” shall mean any and all expenses, costs and disbursements (but not specific costs billed to and paid by specific tenants) of every kind and nature incurred by Landlord in connection with the ownership, management, operation, maintenance, servicing and repair of the buildings and appurtenances thereto comprising the Building, including without limitation the parking areas and the common areas thereof, and the land underlying the buildings (the “Land”), including but not limited to employees’ wages, salaries, welfare and pension benefits and other fringe benefits; payroll taxes; the costs, including reasonable attorneys’ fees, of appealing assessments of Real Estate Taxes; telephone service; painting of common areas of the Building; exterminating service; detection and security services; concierge services; sewer rents and charges; premiums for fire and casualty, liability, rent, workmen’s compensation, sprinkler, water damage and other insurance; repairs and maintenance; building supplies; uniforms and dry cleaning; snow removal; the cost of obtaining and providing electricity, water and other public utilities to all areas of the Building; trash removal; janitorial and cleaning supplies; and janitorial and cleaning services; window cleaning; service contracts for the maintenance of elevators, boilers, HVAC and other mechanical, plumbing and electrical equipment; fees for all licenses and permits required for the ownership and operation of the Land and the Building; business license fees and taxes, including those based on Landlord’s rental income from the Building; sales and use taxes payable in connection with tangible personal property and services purchased for the management, operation, maintenance, repair, cleaning, safety and administration of the Land and the Building; legal fees; accounting fees relating to the determination of Operating Expenses and the tenants’ share thereof and the preparation of statements required by tenant’s leases; asset management fees; management fees, whether or not paid to any person having an interest in or under common ownership with Landlord; purchase and installation of indoor plants in the common areas; and landscaping maintenance and the purchase and replacement of landscaping services, plants and shrubbery. If Landlord makes an expenditure for a capital improvement to the Land or the Building by installing energy conservation or labor-saving devices to reduce Operating Expenses, or to comply with any law, ordinance or regulation pertaining to the Land or the Building, and if, under generally accepted accounting principles, such expenditure is not a current expense, then the cost thereof shall be amortized over a period equal to the useful life of such improvement, determined in accordance with generally accepted accounting principles, and the amortized costs allocated to each calendar year during the Lease Term, together with an imputed interest amount calculated on the unamortized portion thereof using an interest rate of twelve percent (12%) per annum, shall be treated as an Operating Expense. Notwithstanding anything to the contrary in this Lease, Operating Expenses shall not include the following: (i) legal fees, space planners’ fees, real estate brokers’ leasing commissions and advertising expenses incurred in connection with the original or future leasing of space in the Building; (ii) costs and expenses of alterations or improvements of the premises or the leasehold premises of other individual tenants; (iii) costs of correcting defects in, or inadequacy of, the original design or original construction of the Building or the materials used in the construction of the Building or the equipment or appurtenances thereto to the extent covered by warranties and recovered by Landlord; (iv) payments of principal, interest, ground rent or any other financing or refinancing costs on any mortgages, deeds of trust, ground leases or other encumbrances, whether secured or unsecured on the Building, including any equipment, fixtures or improvements therein existing at the date of this Lease, or any penalties or late charges relating thereto; (v) costs and expenses associated with the operation of the business of the person or entity which constitutes Landlord as the same are distinguished from the costs of operation of the Building, including accounting and legal matters not related to the operation of the Building, costs of defending any lawsuits with any mortgagee (except to the extent the actions of Tenant or any other tenant may be in issue), costs of selling or financing any of Landlord’s interest in the Building and outside fees paid in connection with disputes with other tenants; and (vi) costs and expenses directly resulting from the gross negligence or willful misconduct of Landlord; (vii) cost of repairs, restoration, replacements or other work occasioned by (A) fire, windstorm or other casualty of an insurable nature (whether such destruction be total or partial) and payable (if covered) by insurance required to be carried by Landlord under this Lease, (B)

the exercise by governmental authorities of the right of eminent domain, whether such taking be total or partial, (C) the gross negligence or intentional tort of Landlord, or any subsidiary or affiliate of Landlord, or any representative, employee or agent of same, or (D) the act of any other tenant of the Building, or any other tenant's agents, employees, licensees or invitees to the extent Landlord has the right to recover the applicable cost from such person; (viii) depreciation and amortization of the Building or any fixtures or improvements therein, existing at the date of this Lease; (ix) costs (limited to penalties, fines and associated legal expenses) incurred due to criminal violation by Landlord of the terms and applicable federal, state and local government laws, codes and similar regulations that would not have been incurred but for any such criminal violations by Landlord, it being intended that each party shall be responsible for costs resulting from its own violation of such laws, codes and regulations as the same shall pertain to the Building (x) cost of Landlord's general overhead and general administrative expenses (individual, partnership or corporate, as the case may be), including without limitation general administrative expenses, accounting, record-keeping and clerical support of Landlord to the extent associated with maintaining the legal entity which constitutes Landlord, which costs would not be chargeable to operating expenses of the Building and/or the land on which the Building is situated, in accordance with generally accepted accounting principles, consistently applied, (xi) all items and services for which Tenant specifically and directly reimburses Landlord, not as a portion of Operating Cost Pass-Throughs; (xii) income or franchise taxes; (xiii) costs incurred by Landlord due to violation by Landlord or any other tenant's violation of the terms or conditions of any other lease of space in the Building; (xiv) legal expenses related to disputes or litigation with tenants or other occupants of the Building; (xv) salaries and fringe benefits of employees above the grade of building manager, unless said employee is providing services relating to the operation, maintenance or repair of the Building or land associated therewith; (xvi) depreciation expenses on any fixed assets; (xvii) any tenant improvement allowance or rental abatement given to any tenant of the Building; (xviii) any rental concessions to, or lease buyouts of, Tenant or any other tenant in the Building; (xix) penalties or interest incurred as the result of Landlord's failure to pay any ad valorem property taxes (or any tax hereafter imposed in lieu thereof) levied on the Premises, the Building, the common areas or any improvements thereon when due, provided that Tenant is current on all payments of rent payable to Landlord at the time such taxes were due and at the time any penalties or interest was incurred; (xx) bad debt losses and rent losses; (xxi) reserves (whether for maintenance, repairs, replacements or otherwise); (xxii) costs of sculpture, paintings or other objects of art; (xxiii) any compensation paid to clerks, attendants or other persons in commercial concessions operated by Landlord in the Building for a profit, with respect to which tenants of the Building receive no benefit; and (xxiv) costs or expenses of utilities directly metered to tenants of the Building and payable separately by such tenants.

3.06.5 “**Real Estate Taxes**” shall mean all taxes, assessments and governmental charges (including without limitation all real estate taxes, gross revenue and receipts taxes and any other licensing charges in the nature of a tax on the operation of the Building, whether federal, state, county or municipal, and whether they be by taxing districts or authorities presently taxing the Building or by others, subsequently created or otherwise, and any other taxes and assessments attributable to the Land or the Building (or its operation) whether or not directly paid by Landlord, excluding, however, federal and state taxes on income from the Building. It is agreed that Tenant will be responsible for all taxes on its personal property and on the value of the Tenant Improvements. Landlord shall have the right to pay any special assessment by installments, and in such event Real Estate Taxes shall include such installments and interest paid on the unpaid balance of the assessment. Notwithstanding the foregoing, Real Estate Taxes shall not include (i) any municipal, county, state or federal income tax, (ii) any inheritance, estate, succession, transfer, franchise, corporation, net income or profit tax or capital levy imposed upon Landlord, or (iii) any special assessments which are levied or assessed by a special assessment district which is formed, directly or indirectly, by Landlord and/or others for the purpose of constructing or acquiring on-site or off-site improvements to or for the Building, or any portion thereof; or (iv) any penalties, fines, late payment charges or interest incurred as a result of the late payment of any Real Estate Taxes.

3.06.6 If at any time during a calendar year following the Base Year (“Subsequent Year”), less than all of the total rentable square feet of office space in the Building is occupied by tenants, the amount of Operating Expenses and/or Real Estate Taxes for any such Subsequent Year shall be deemed to be the

amount of Operating Expenses and/or Real Estate Taxes as reasonably estimated by Landlord that would have been incurred if the Building were fully occupied during such Subsequent Year. If at any time during any calendar year, any part of the Building is leased to a tenant (hereinafter referred to as a "Special Tenant") who, in accordance with the terms of its lease, provides its own cleaning and janitorial services or other services or is not otherwise required to pay a share of Operating Expenses in accordance with the methodology set forth in this Section, Operating Expenses for such calendar year shall be increased by the additional costs for cleaning and janitorial services and such other applicable expenses as reasonably estimated by Landlord that would have been incurred by Landlord if Landlord had furnished and paid for cleaning and janitorial services and such other services for the space occupied by the Special Tenant, or if Landlord had included such costs in "operating expenses" as defined in the Special Tenant's lease.

3.06.7 Within a reasonable time period following the end of any calendar year, Landlord shall furnish to Tenant a statement of Landlord's estimate of the Operating Cost Pass-Throughs (hereinafter defined) and Real Estate Tax Pass-Throughs (hereinafter defined) for the current calendar year. Such statement shall show the amount of Operating Cost Pass-Throughs, if any, and the amount of Real Estate Tax Pass-Throughs, if any, payable by Tenant for such year on the basis of Landlord's estimate. Commencing on the first day of the first calendar month following the Base Year, and continuing on each monthly rent payment date thereafter until further adjustment pursuant to this Section, Tenant shall pay to Landlord one-twelfth (1/12) of the amount of said estimated Operating Cost Pass-Throughs and estimated Real Estate Tax Pass-Throughs. Within ninety (90) days after the expiration of each calendar year ("Expired Year") during the Lease Term, or as soon as is reasonably practical thereafter, Landlord shall furnish to Tenant a statement (the "Expense Statement") showing the actual Operating Expenses and Real Estate Taxes for the Expired Year. The Expense Statement shall be conclusive and binding on Tenant. In case of an underpayment, Tenant shall, within fifteen (15) days after the receipt of such statement, pay to Landlord an amount equal to such underpayment. In case of an overpayment, Landlord shall credit the next monthly rental payment by Tenant with an amount equal to such overpayment. Additionally, if this Lease shall have expired, Landlord shall apply such excess against any sums due from Tenant to Landlord and shall refund any remainder to Tenant within one hundred and twenty (120) days after the expiration of the Lease Term, or as soon thereafter as possible.

3.06.8 Tenant's obligation to pay Operating Cost Pass-Throughs and Real Estate Tax Pass-Throughs shall survive the expiration or other termination of this Lease with respect to any period during the Lease Term hereof and with respect to any holdover period of occupancy following the expiration of the Lease Term.

Section 4. Landlord's Services.

4.01 Landlord covenants and agrees that it will, furnish:

(i) heat and air conditioning to the Premises between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday and between 9:00 a.m. and 1:00 p.m. Saturday of each week, except holidays recognized by the U.S. Government. Landlord, at its sole option, may (i) provide overtime HVAC at the Building during hours and at overtime costs determined by Landlord and (ii) change the above listed hours of operation.

(ii) electricity for lighting purposes and operation of ordinary office equipment, including low-wattage office machines such as desk-top microcomputers, desk-top calculators and typewriters, but excluding, high-wattage computers and other equipment requiring heavier than normal office use of electricity ("Excess Use") as reasonably determined by Landlord, which Excess Use may be submetered by the Landlord and the cost of such Excess Use and the cost of supplying and installing the submeters may be billed to the Tenant as Additional Rent;

(iii) elevator service;

(iv) janitor and char services Monday through Friday of each week, after 5:00 p.m. except holidays recognized by the U.S. Government;

(v) Landlord will provide and maintain a directory board for the Building located in the main lobby. Landlord agrees to place Tenant's company name and suite number of the Premises on said directory board. Landlord shall also provide Tenant with one building standard suite entry sign which shall be placed on or adjacent to Tenant's suite entry door. Tenant shall pay Landlord, upon lease execution, a building directory and suite entry signage fee (collectively the "Directory Fee") of equal to the amount identified in the Fundamental Lease Provisions. Changes to either the building directory or the suite entry sign during the course of the Lease shall be performed by Landlord, at the sole cost and expense of the Tenant, within a reasonable time following Tenant's written request which request must be delivered together with a One Hundred Dollar (\$100.00) change fee.

4.02 Limitation of Liability. Landlord will not be in default under this Lease or be liable to Tenant or any other person for direct or consequential damage, or otherwise, for either the failure to supply, or, the sufficiency of (if required or supplied) any heat, air-conditioning, ventilation, elevator, cleaning, lighting or security service; for surges or interruptions of electricity; or for other services Landlord has agreed to supply during any period when Landlord uses reasonable diligence to supply or restore such services, nor shall any such failure to supply constitute a constructive eviction of Tenant. Landlord will use reasonable efforts to remedy any interruption in the furnishing of those services required of Landlord hereunder. Landlord reserves the right to temporarily discontinue such services at such times as may be necessary by reason of accident; repairs, alterations or improvements; strikes; lockouts; riots; acts of God; governmental preemption in connection with a national or local emergency; any rule, order or regulation of any governmental agency; conditions of supply and demand that make any product unavailable; Landlord's compliance with any mandatory governmental energy conservation or environmental protection program; or Landlord's compliance with any voluntary governmental energy conservation program at the request of or with consent or acquiescence of Tenant; or any other happening beyond the control of Landlord.

Section 5. Improvements.

5.01 "As Is" Condition. Except as otherwise expressly set forth herein, Tenant accepts the Premises in "as is" "where-is" condition without the obligation of Landlord to perform any work to the Premises.

Section 6. Upkeep of Premises.

6.01 Except as provided herein, Tenant agrees to maintain the Premises in good order and repair during the term of this Lease. Tenant shall be responsible for maintenance and repair of any of Tenant's fixtures and personal property in the Premises, and the maintenance and repair of any appliances, plumbing fixtures or connections, and other infrastructure related items. Landlord shall not be liable to Tenant for any damage or inconvenience and Tenant shall not be entitled to any abatement or reduction of Rent by reason of any repairs, alterations or additions made by Landlord with respect to the Property or the Premises.

Section 7. Use of Premises.

7.01 Tenant covenants to use the Premises only for the Permitted Use defined in the Fundamental Lease Provisions and for no other purpose, subject to and in accordance with all applicable zoning and other governmental regulations. Tenant, at its cost and expense, will observe and comply promptly with all present and future laws, ordinances, regulations, orders or other legal requirements of any other public or quasi-public authority having jurisdiction over the Premises. All property of any kind which may be on the Premises shall be at the sole risk of Tenant or those claiming through or under Tenant. Tenant will not install any cigarette, food or beverage vending machines in or about Premises.

7.02 Lawful Use. Tenant shall not permit the Premises, or any part thereof, to be used for any disorderly, unlawful or hazardous purpose, nor as a source of annoyance or embarrassment to Landlord or other tenants, nor for the manufacture of any product therein. In the event that by reason of Tenant's use of the Premises or any alterations or other work performed by or on behalf of the Tenant within the Premises or the Building shall result in any governmental requirement that the Landlord expend any funds for compliance with any governmentally required modifications, upgrades, alterations or other legal compliance requirements, Tenant shall be solely liable for such expense and Tenant shall hold harmless and indemnify Landlord from and against any such costs or expenses.

7.03 Intentionally Deleted.

Section 8. Tenant's Agreement.

8.01 Tenant covenants and agrees:

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

(b) to save Landlord, its officers, directors, members, managers, partners and employees and its Agent and Agent's officers, directors, members, managers, partners and employees, harmless and indemnified from all loss, damage, liability or expense incurred, suffered or claimed by any person whomsoever arising from or related to: Tenant's negligence, Tenant's use or occupancy of the Premises, the Property, or of anything thereon (including but not limited to the parking facilities in or adjacent thereto), water, steam, electricity, or other agency, or any injury, loss, or damage to any person or the property upon the Premises not caused by the gross negligence of Landlord, and to be answerable for all nuisances caused or suffered on the Premises or caused by Tenant in the Property, the parking facilities, or on the approaches thereto;

(c) not to damage or deface the Premises or lobbies, hallways, stairways, elevators, parking and other facilities or approaches thereto of the Property, or the fixtures therein or used therewith, nor to permit any holes to be made in any of the same;

(d) not to suffer or permit any trade or occupation to be carried on or use made of the Premises which shall be unlawful, noisy, offensive, or injurious to any person or property, or such as to increase the danger of fire or affect or make void or voidable any insurance on the Building or which may render any increased or extra premium payable for such insurance or which shall be contrary to any law, ordinance or regulation, rule or regulation from time to time established by any public authority;

(e) not to move any furniture, fixtures or equipment into or out of the Premises except at such times and in such manner as Landlord may from time to time reasonably designate;

(f) not to place upon the interior or exterior of the Property, the Building, window or any part thereof or door of the Premises (or Tenant's suite entry door), any placard, sign, lettering, flags, advertisement, phone numbers, symbols, pictures, window covering or drapes except such and in such place and manner as shall have been first approved in writing by Landlord which approval may be withheld in the sole and unfettered discretion of Landlord; to park vehicles only in the areas from time to time designated by Landlord; not to use any floor adhesive in the installation of carpeting without the prior written approval of Landlord;

(g) to conform to (including all of Tenant's agents, invitees, contractors and employees) all rules and regulations from time to time established by the appropriate insurance rating organization and to all Building Rules and Regulations and Construction Rules and Regulations from time to time established by Landlord, including without limitation those attached to this Lease as Exhibits hereto;

(h) to maintain and keep in good repair all plumbing fixtures, drains, grease traps, hoods, vents, generators, dedicated or supplemental HVAC unit(s) and all other infrastructure or specialty items of any kind (collectively the "Fixtures") within or which serve Tenant's Premises (and which may extend into portions of the Building, its chases, walls, etc.) and to pay Landlord the cost of any repair performed by Landlord plus twenty percent (20%) of the cost thereof as consideration for Landlord's overhead, coordination, and profit (collectively the "Landlord Maintenance Fee"). In the event Landlord determines that Tenant is not adequately maintaining said Fixtures (the minimum required standard of which shall be not less than quarterly each year and via and outside service agreement with a qualified contractor approved by Landlord), whether installed by Tenant or pre-existing in Tenant's Premises, Landlord may repair said Fixtures when and as deemed necessary by Landlord, and Tenant shall reimburse Landlord for any costs associated with said repair or removal plus the Landlord Maintenance Fee outlined above;

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

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

(k) not to place a load on any floor exceeding the floor load which such floor was designed to carry in accordance with the plans and specifications of the Building, and not to install, operate, or maintain in the Premises any safe or any item of equipment except in such manner and in such location as Landlord shall prescribe so as to achieve a proper distribution of weight;

(l) not to conduct or permit in the Premises either the generation, treatment, storage or disposal of any hazardous wastes or toxic substances of any kind as defined in the Comprehensive Environmental Response, Compensation and Liability Act or any other present or future federal, state, county or local laws or regulations concerning environmental protection, and to prohibit its assignees and subleases and employees, agents and contractors (collectively "**Permittees**") from doing so; and Tenant shall indemnify, defend and hold Landlord and its agents and partners harmless from all loss; costs, foreseeable and unforeseeable, direct or consequential; damages; liability; fines; prosecutions, judgments, litigation; and expenses, including but not limited to clean-up costs and reasonable attorneys' fees arising out of any violation of the provisions of this Section by Tenant its employees, agents or its Permittees.

Section 9. Alterations.

9.01 Tenant shall not paint the Premises or make any alterations, additions, or other improvements in or to the Premises or install any equipment of any kind that will require any alterations or additions or affect the use of the Building water system, heating system, plumbing systems, air conditioning system, or electrical

system, or install any antennae on the roof, in the windows, or upon the exterior of the Premises, without the prior written consent of Landlord which consent may be withheld in the sole and unfettered discretion of Landlord. If any such alterations or additions are made by Tenant without Landlord's consent, Landlord may correct or remove them and Tenant shall be liable for any and all expenses incurred by Landlord in the performance of such work plus an administrative and coordination fee equal to twenty percent of such corrective or removal work. All plans and specifications for any such work shall be prepared by Tenant at Tenant's expense and shall thereafter be submitted to Landlord for its prior review and written approval. All alterations and additions to the Premises shall be performed by Landlord, or Landlord's contractors, at Tenant's expense, unless Landlord shall otherwise agree in writing. As a condition of Landlord's consent to the use of Tenant's contractor, Tenant or Tenant's contractor must obtain and provide evidence of insurance coverage to include: (a) Worker's Compensation Coverage and (b) Public Liability and Property Damage Insurance in the amount of not less than Two Million Dollars (\$2,000,000.00) in the aggregate. All work with respect to such alterations and additions shall be done in a good, workmanlike manner and diligently prosecuted to completion to the end that the Premises shall at all times be a complete unit except during the shortest period necessarily required for such work. All alterations or additions shall, upon completion, become Landlord's property and a part of the realty surrendered to Landlord upon the expiration of this Lease, unless Landlord shall, at the time of its approval of such work (or at the expiration of the lease per Section 14), require removal or restoration on the part of Tenant as a condition of such approval. Notwithstanding anything to the contrary herein, all work by Tenant shall be subject to the Construction Rules and Regulations exhibit attached to this Lease.

Notwithstanding the foregoing, Tenant shall be permitted to make "Cosmetic Alterations" (as hereafter defined) without the prior written consent of Landlord, but upon not less than ten (10) days prior written notice. "Cosmetic Alterations" shall mean those minor changes of a decorative nature consistent with a first-class office building that are not structural and for which a building permit is not required and which cost (including installation) in the aggregate is less than Ten Thousand Dollars (\$10,000) per project or series of related projects (as reasonably determined by Landlord), including but not limited to painting, carpeting, installation or removal of office furniture, installation or removal of work stations, installation and removal of Tenant's equipment (including cable pulls and wiring in connection therewith) and hanging pictures.

9.02 Mechanic's Liens. Tenant will pay or cause to be paid all costs and charges for work (a) done by Tenant or caused to be done by Tenant, in or to the Premises, and (b) for all materials furnished for or in connection with such work. Tenant will not allow mechanics liens to be filed in connection with such work and will indemnify Landlord against and hold Landlord, the Premises, and the Property free, clear and harmless of and from all mechanics' liens and claims of liens, and all other liabilities, liens, claims, and demands on account of such work by or on behalf of Tenant. Tenant shall remove any liens filed in violation hereof within ten days of notice thereof.

Section 10. Tenant's Claims.

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

Section 11. Landlord's Lien.

11.01 Landlord shall have a lien for the payment of the Rent aforesaid upon all of the goods, wares, chattels, fixtures, furniture, equipment and other personal property of Tenant which may be in or upon the Premises. Tenant hereby specifically waives any and all exemptions allowed by law. Such lien may be enforced by the taking and selling of such property in the same manner as in the case of chattel mortgages on default thereunder; said sale to be made upon ten (10) days notice served upon the Tenant by posting upon the Premises or by leaving same at his place of residence; or such lien may be enforced in any other lawful manner at the option of the Landlord.

Section 12. Assignment & Subletting.

12.01 Tenant will not assign, transfer, mortgage or encumber this Lease or sublet all or a portion of the Premises, without obtaining the prior written consent of Landlord in the sole and absolute discretion of Landlord, nor shall any assignment, subletting or transfer of this Lease be effectuated by operation of law or otherwise without the prior written consent of Landlord in the sole and absolute discretion of Landlord. The foregoing notwithstanding, if Tenant wishes only to sublease all or a portion of the Premises or assign the Lease, Landlord agrees not to unreasonably withhold its consent. Landlord's consent shall not be considered unreasonably withheld if: (1) the proposed sublessee's or assignee's net worth is less than Tenant's as of the date of this Lease; (2) the proposed assignee's or sublessee's business is not suitable for the Building considering the business of the other tenants and the Building's prestige or would result in a violation of an exclusive right granted to another tenant in the Building; (3) the proposed use is different than the Permitted Use; (4) the proposed sublessee or assignee is an occupant of the Building; (5) Tenant is in default beyond any cure period; or (6) any portion of the Building or Premises would become subject to additional or different laws as a consequence of the proposed sublease and/or the proposed sublessee's use and occupancy of the Premises. Tenant acknowledges that the foregoing is not intended to be an exclusive list of the reasons for which Landlord may reasonably withhold its consent to a proposed assignment or sublease. Neither the consent by Landlord to any assignment, transfer, or subletting to any party other than Landlord, nor an assignment, transfer or sublease permitted hereunder shall be construed as a waiver or release of Tenant from the terms of any covenant or obligation under this Lease, or of any guarantor under any guaranty of Lease provided to Landlord, nor shall the collection or acceptance of Rent from any such assignee, transferee, subtenant or occupant constitute a waiver of, or release of, Tenant from any covenant or obligation contained in this Lease. In the event that Tenant defaults hereunder, Tenant hereby assigns to Landlord the Rent due from any subtenant of Tenant and hereby authorizes each such subtenant to pay said Rent directly to Landlord.

12.02 Prohibited Transfers. The transfer of a majority of the issued and outstanding capital stock of any corporate Tenant or subtenant of the Lease, or a majority of the total interest in any partnership Tenant or subtenant, however accomplished, and whether in a single transaction or in a series of related or unrelated transactions, will be deemed an assignment of this Lease or of such sublease requiring Landlord's consent in each instance. In addition, if Tenant is a partnership, any dissolution of Tenant or withdrawal or change, whether voluntary, involuntary or by operation of law, of partners owning a controlling interest in Tenant shall be deemed a voluntary assignment of this Lease and subject to the provisions of this Section. For purposes of this Section, the transfer of outstanding capital stock of any corporate Tenant will not include any sale of such stock by persons other than those deemed "insiders" within the meaning of the Securities Exchange Act of 1934, as amended, effected through the "over-the-counter market" or through any recognized stock exchange.

12.03 Excess Rentals or other Sums. If any sublease or assignment (whether by operation of law or otherwise, including without limitation an assignment pursuant to the provisions of the Bankruptcy Code or any other Insolvency Law) provides that the subtenant or assignee thereunder is to pay any amount in excess of the sum of (a) the rental and other charges due under this Lease plus (b) the reasonable, out-of-pocket expenses (excluding any costs attributable to vacancy periods or "downtime") which Tenant reasonably incurred in connection with the procurement or enforcement of such sublease, assignment or other transfer, then whether such excess be in the form of an increased monthly or annual rental, a lump sum payment, payment for the

sale, transfer or lease of Tenant's fixtures, or leasehold improvements, or any other form (and if the subleased or assigned space does not constitute the entire Premises, the existence of such excess shall be determined on a pro-rata basis), Tenant shall pay to Landlord fifty percent (50%) of any such excess or other premium applicable to the sublease or assignment, which amount shall be paid by Tenant to Landlord as additional rent not later than ten (10) days after any receipt thereof by Tenant. Acceptance by Landlord of any payments due under this Section shall not be deemed to constitute approval by Landlord of any sublease or assignment, nor shall such acceptance waive any rights of Landlord hereunder. Landlord shall have the right to inspect and audit Tenant's books and records relating to any sublease or assignment and expenses incurred by Tenant in connection therewith.

12.04 Process to Request Landlord's Consent. If Tenant wishes to assign the Lease or sublet all or any part of the Premises, Tenant shall, by notice in writing, advise Landlord of its intention from, on and after a stated date (which shall not be less than sixty (60) days after the date of Tenant's notice) to sublet or assign any part or all of the Premises for the balance or any part of the Term, and, in such event, Landlord shall have the right, to be exercised by giving written notice to Tenant within thirty (30) days after receipt of Tenant's notice, to recapture the space described in Tenant's notice and such recapture notice shall, if given, cancel and terminate this Lease with respect to the space therein described as of the date stated in Tenant's notice. Tenant's notice shall state the name and address of the proposed subtenant or assignee, shall include financial statements for the proposed subtenant or assignee reasonably requested by Landlord, and a true and complete copy of the proposed sublease or assignment shall be delivered to Landlord with said notice. Tenant shall, concurrently with any request for Landlord's consent, pay to Landlord a fee in the sum of One Thousand Five Hundred and 00/100ths Dollars for Landlord's review and processing of such request and Landlord shall not be obligated to review such request prior to Landlord's receipt of such fee. If Tenant's notice shall cover all of the space hereby demised, and Landlord shall give the aforesaid recapture notice with respect thereto, the Term of this Lease shall expire and end on the date stated in Tenant's notice as fully and completely as if that date had been herein definitely fixed for the expiration of the Term. If, however, this Lease be canceled pursuant to the foregoing with respect to less than the entire Premises, the Rent and the escalation percentages herein reserved shall be adjusted on the basis of the number of square feet retained by Tenant in proportion to the Rent and escalation percentages reserved in this Lease, and this Lease as so amended shall continue thereafter in full force and effect. All reasonable costs and expenses, including reasonable attorney's fees incurred by Landlord in connection with any proposed or purported assignment, transfer or sublease shall be borne by Tenant and shall be payable to Landlord as Additional Rent as a condition of Landlord's consent.

Section 13. Right of Access.

13.01 Landlord may, at reasonable times (and at any time in the event of an emergency as determined by Landlord) during the Lease Term enter to view or inspect the Premises; to determine whether Tenant is complying with its obligations under this Lease; to show the Premises to others; to make repairs to the Building or Premises; to replace, repair, alter or make new or change any fixtures, pipes, wires, ducts, conduits or other construction therein; or to remove placards, signs, lettering, window or door coverings and the like not expressly consented to. Landlord shall maintain a master key for entry at all times during the Term and Tenant shall promptly notify Landlord and provide Landlord with a new master key at Tenant's cost and expense if Tenant shall at any time change the locks on the suite entry doors. Tenant waives any claim against Landlord, its agents, employees, or contractors for damages for any inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by any entry in accordance with this Section. Landlord may enter to place and maintain notices for letting, free from hindrance or control of Tenant, or to show the Premises to prospective tenants thereof at times which will not unreasonably interfere with Tenant's business during the last nine (9) months of the Lease Term or at any time during the Lease Term if Tenant is in default of the Lease beyond any applicable notice and cure period. If Tenant shall vacate or abandon the Premises during the term of this Lease, Landlord shall have the

unrestricted right to enter the same after Tenant's moving to make preparations for the succeeding tenant or for any other purpose whatever, without affecting Tenant's obligation to pay Rent for the full term.

Section 14. Surrender of Possession.

14.01 Tenant covenants at its sole cost and expense, at the expiration or other termination of this Lease: to remove all goods, equipment, personal property and effects from the Premises not the property of Landlord; to remove any items, improvements, alterations, wiring or cabling (collectively the "Removables") upon notice by Landlord of Removables to be removed (such notice to be provided to Tenant within 30 days prior to or after Tenant vacating the Premises). Tenant shall leave the Premises in broom clean condition and in good order and repair, reasonable wear and tear excepted; and to yield up to Landlord the Premises and all keys, gate cards, security cards, locks and other fixtures connected therewith in good repair, order and condition in all respects, reasonable wear and tear and damage by fire or other casualty, not caused by Tenant's act or neglect, excepted. Any of Tenant's equipment, alterations, goods, personal property and effects not so removed may, at Landlord's election and without limiting Landlord's right to compel removal thereof, be deemed abandoned and may be retained by Landlord as its property or be disposed of by Landlord, at Tenant's sole cost and expense, without accountability, in such manner as Landlord may see fit.

14.02 Landlord Costs. In the event Landlord incurs any costs or expenses, whether direct or indirect, due to Tenant's failure to abide by any provisions contained in this Surrender of Possession section, Tenant shall reimburse Landlord plus a twenty percent administrative and coordination fee. In addition, a fee of Fifty Dollars per each item will be charged for keys, gate cards and security cards not returned to Landlord. In the event Tenant shall vacate the Premises at anytime during the last sixty (60) days of the Lease Term Landlord shall be entitled to commence alterations therein to render the Premises ready for the next Tenant without affecting Tenant's obligations to pay Rent through the balance of the Lease Term.

14.03 Move-in/Move-out. Tenant move-in and move-out shall be coordinated through Landlord's Agent and shall be subject to the following limitations, conditions and costs: (i) Tenant shall notify Agent at least fifteen (15) days prior to any moving; (ii) all moves shall occur during non-business hours, (i.e. Monday-Friday before 8:00 a.m. or after 6:00 p.m. or Saturday before 9:00 a.m. or after 2:00 p.m. or Sunday); (iii) Tenant shall cover all floors on all levels of the Building over which Tenant's property shall be moved; (iv) Tenant shall cover the floor and walls of the elevator cabs with padding approved by the Landlord or Landlord's Agent; (v) Tenant shall remain liable for all costs and expenses incurred by Landlord resulting from any damage caused by Tenant's move or Tenant's failure to adhere to the procedures and conditions described herein; (vi) Landlord may, at Tenant's expense, elect to have a Building staff member present during Tenant's move-in or move-out and may charge Tenant an oversight fee equal to one-hundred and twenty five percent of Landlord's costs relating to said staff members time and other move related costs which Landlord incurs; (vii) Tenant shall comply with all other rules and regulations promulgated by Landlord from time to time.

Section 15. Insurance.

15.01 Tenant shall, at its cost and expense, obtain and maintain at all times during the term of this Lease (and prior to the term of this Lease in the event any inspections, construction, wiring and/or any other work occurs within the Building or Premises on behalf of Tenant or by Tenant's contractors), for the protection of Landlord, Landlord's agents and Tenant, Public Liability insurance (Comprehensive General Liability or Commercial General Liability) including Contractual Liability insurance, with a combined personal injury and property damage limit of not less than One Million Dollars (\$1,000,000) for each occurrence and not less than Two Million Dollars (\$2,000,000) in the aggregate, insuring against all liability of Tenant and its authorized representatives arising out of and in connection with Tenant's use or occupancy of the Premises. Landlord and Landlord's agent shall be named as additional insureds. Tenant shall, at its cost and expense, obtain and maintain at all times during the term of this Lease, fire and extended coverage insurance on the Premises and

its contents, including any leasehold improvements made by Tenant, for the full replacement value thereof in an amount sufficient so that no co-insurance penalty shall be invoked in case of loss. Tenant shall increase its insurance coverage, as required, but not more frequently than each year if, in the reasonable opinion of Landlord or the mortgagee of Landlord, the amount of public liability and property damage insurance coverage at that time is not adequate. All insurance required under this Lease shall be issued by insurance companies licensed to do business in the state or jurisdiction in which the Building is located. Such companies shall have a policyholder rating of at least A and be assigned a financial size category of at least Class VIII as rated in the most recent edition of Best's Key Rating Guide for insurance. All such policies shall require thirty (30) days written notice from the insurance company to Landlord before cancellation or any change in the coverage, scope or amount of any policy. Each policy, or a certificate showing it is in effect, together with evidence of payment of premiums, shall be deposited with Landlord at the commencement of the Lease, and renewal certificates or copies of renewal policies shall be delivered to Landlord at least thirty (30) days prior to the expiration date of any policy.

15.02 Waiver of Subrogation. Each party hereby waives every right or cause of action for the events which occur or accrue during the Lease Term for any and all loss of, or damage to, any of its property (whether or not such loss or damage is caused by the fault or negligence of the other party or anyone for whom said other party may be responsible), which loss or damage would be covered by fire, extended coverage, "All Risk" or similar insurance policies covering real property or personal property which are required under this Lease. Each party will give its insurance carrier written notice of the terms of the mutual waiver, and the insurance policies will be properly endorsed, if necessary, to prevent the invalidation of coverage by reason of said waiver.

Section 16. Damage and Destruction.

16.01 In the event the Premises or any part thereof, or the elevators, hallways, stairways or other approaches thereto, be damaged or destroyed by fire or other casualty from any cause, so as to render said Premises and/or approaches unfit for use and occupancy, Landlord will proceed to repair the damage, unless, because of the substantial extent of the damage or destruction, Landlord should decide not to repair or restore the Premises or the Building, in which event and at Landlord's sole option, Landlord may terminate this Lease forthwith, by giving Tenant a written notice of its intention to terminate within ninety (90) days after the date of the casualty. In no event shall Landlord's obligation to restore require Landlord to expend for such repair and restoration work more than the insurance proceeds actually received by the Landlord as a result of the casualty. Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage or the repair thereof, except that Landlord shall allow Tenant a fair diminution of Rent on a per diem basis during the time and to the extent any damage to the Premises causes the Premises to be rendered untenantable and not used by Tenant. Landlord and Tenant hereby waive the provisions of any law from time to time in effect during the Lease Term relating to the effect upon leases of partial or total destruction of leased property. Landlord and Tenant agree that their respective rights in the event of any damage to or destruction of the Premises shall be those specifically set forth herein.

Section 17. Condemnation.

17.01 This Lease shall be terminated and the rental payable hereunder shall be abated as of the date of such termination in either of the two following events, namely: (1) the forcible leasing or condemnation of the Premises or any part thereof or a sale or leasing in lieu thereof by any competent authority under right of eminent domain for any public or quasi-public use or purpose; or (2) the condemnation or a sale or leasing in lieu thereof by competent authority under right of eminent domain for any public or quasi-public use or purpose of 25% or more of the Building. The forcible leasing by any competent authority of any portion of the Building other than the Premises will have no effect upon this Lease. In case of any taking or condemnation, whether or not the term of this Lease shall cease and terminate, the entire award shall be the

property of Landlord, and Tenant hereby assigns to Landlord all its right, title and interest in and to any such award. Tenant, however, shall be entitled to claim, prove and receive in the condemnation proceeding such awards as may be allowed for moving expenses and fixtures and other equipment installed by Tenant but only if such awards shall be made by the Court in addition to the award made by the Court to Landlord for the Property and improvements or part thereof so taken and such award to Tenant does not reduce the award otherwise payable to Landlord.

Section 18. Defaults and Remedies.

18.01 It is hereby mutually covenanted and agreed, that any one of the following events shall constitute a default under this Lease:

- (a) if Tenant shall fail to keep or perform any covenant, condition or agreement herein contained and on the part of Tenant to be kept and performed and fails to cure same within thirty (30) days after written notice thereof, provided that if the cure of any such failure is not reasonably susceptible of performance within such thirty (30) day period, then failure by Tenant to commence to remedy such failure within said thirty (30) days, and thereafter diligently and continuously prosecute to completion all steps necessary to remedy such default
- (b) if Tenant shall fail to pay Rent, Additional Rent or any other amounts when due and such failure shall continue upon for a period of ten (10) days after notice to Tenant that such payment was due and not paid
- (c) if Tenant shall vacate or abandon all or any portion of the Premises, or
- (d) if Tenant shall (i) fail to commence its build-out or Tenant Work (as referenced in the Lease or Work Agreement exhibit) within ninety days following the date of this Lease, or (ii) fail to substantially complete (as evidenced by obtaining a certificate of occupancy or comparable document from the governing authority in which the Building is located) its build-out or Tenant Work (as referenced in the Lease or Work Agreement exhibit) not later than one-hundred eighty days following the date of this Lease, or (iii) fail to physically occupy the Premises and commence its business operations within thirty days following the Rent Commencement Date, or
- (e) if Tenant (or Tenant's agents, invitees, contractors or employees) fails to adhere to any building rule or regulation or any construction rule or regulation set for in this Lease or the Exhibits, or
- (f) if the estate hereby created shall be taken on execution or other process of law, or
- (g) if Tenant shall (i) generally not pay Tenant's debts as such debts become due, (ii) become insolvent, (iii) make an assignment for the benefit of creditors, or (iv) file, be the entity subject to, or acquiesce in a petition in any court (whether or not filed by or against Tenant pursuant to any statute of the United States or any state and whether or not a for a trustee, custodian, receiver, agent, or other officer, for Tenant or for all or any portion of Tenant's property) in any proceeding whether bankruptcy, reorganization, composition, extension, arrangement, insolvency proceedings, or otherwise.

In each and every such case of default listed above and herein, from thenceforth and at all times thereafter, at the sole option of Landlord, Tenant shall be in default of this Lease and Tenant's right of possession shall thereupon cease and terminate, and Landlord shall be entitled to the possession of the Premises, be permitted to remove all persons and property therefrom and be permitted to reenter the same without further demand of Rent or demand of possession of the Premises, either with or without process of law, including by self help, all at the sole risk and cost of Tenant, and without Landlord becoming liable to prosecution therefor, any notice to

quit or notice of intention to reenter being hereby expressly waived by Tenant. In all cases of default, and/or in the event of a reentry or retaking by Landlord, Tenant shall nevertheless remain liable and answerable for the full Rent to the date of default, retaking or reentry and for all Rent through the balance of the Lease Term and Tenant shall forfeit all unpaid Landlord concessions, allowances for Tenant Work and all other inducements or concessions which may be referenced under the Lease or Work Agreement. Tenant shall also be and remain answerable in damages for (i) any deficiency or loss of Rent, (ii) all related costs and expenses which Landlord may thereby reasonably sustain in re-letting the Premises to a new tenant including, without limitation, brokerage commissions, costs of improving or constructing the Premises, rental abatement, architectural fees, engineering fees and legal fees (collectively the "Re-letting Costs"), (iii) all reasonable costs and expenses relating to Landlord's efforts to enforce the terms of the Lease and collect amounts due hereunder, and (iv) all reasonable costs and expenses incurred by Landlord (whether incurred prior to or after Tenant's occupancy of the Premises) in connection with Tenant's initial lease (or renewals thereof) or occupancy in the Building including, without limitation, brokerage commissions, costs of improving or constructing the Premises, rental abatement, architectural fees, engineering fees and legal fees (collectively the "Lease-Up Costs").

In addition to the foregoing, Landlord reserves full power, at any time after any such default, to do one or more of the following in Landlord's sole discretion: (i) immediately terminate the Lease by delivery of five (5) days prior written notice to Tenant in which event, Landlord may, at Landlord's option based on Landlord's reasonable estimate, accelerate and immediately make payable to Landlord all Rent and Additional Rent which would have due and payable if Tenant had continued the Lease Term and completed Tenant's obligations there under through the Lease Expiration Date; (ii) re-let said Premises for the account of Tenant for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term) and on such conditions and upon such other terms (which may include Re-letting Costs as previously described) as Landlord, in its sole discretion, may determine; and/or (iii) cure the default at the expense of Tenant, and Tenant shall reimburse Landlord for any reasonable amount expended by Landlord in connection with said cure, plus interest thereon from the date such cost is incurred by Landlord. All damages and related expenses, at the option of Landlord, may be recovered by Landlord at the time of the retaking and reentry, or in separate action(s), from time to time, as Tenant's obligation to pay Rent and Additional Rent would have accrued if the term had continued, or from time to time, as said damages and related expenses shall have been made more easily ascertainable by re-lettings of the Premises. In addition, such action by Landlord may, at the sole option of Landlord, be deferred until the expiration of the Lease Term, and no cause of action by Landlord hereunder shall be deemed to have accrued until the date of the termination of said term. Landlord shall also have the right to enjoin any breach or threatened breach by Tenant of any of the covenants, agreements, terms or conditions in this Lease. The foregoing remedies of Landlord shall be cumulative, and in addition to any remedies available under applicable law.

18.02 Application of Proceeds. All Rents and payments received by Landlord from other tenants or users in any re-letting after Tenant's default shall be applied, first to the payment of such expenses as Landlord may have incurred in recovering possession of the Premises; second, to the repayment of the Re-letting Costs outlined above; third, to the repayment of any costs and expenses incurred by Landlord, either for making the necessary repairs to the Premises or in curing any default on the part of Tenant in any covenant or condition herein made binding upon Tenant; fourth, to the repayment of all Lease-Up Costs outlined above and last, any remaining Rent or payments shall be applied toward the payment of Rent and Additional Rent due from Tenant under the terms of this Lease (including all late fees, penalties and other charges outlined in the Lease), with interest of twelve percent (12%) per annum (or if lower the highest legal rate), and Tenant expressly agrees to pay any deficiency then remaining. Landlord shall in no event be liable in any way whatsoever (nor shall Tenant be entitled to any setoff) for Landlord's failure to re-let the Premises. In the event Landlord re-lets the Premises, any part thereof, together with other premises, or for a term extending beyond the scheduled expiration of the term hereunder, it is understood that Tenant will not be entitled to apply any Rent, Additional Rent or other sums generated or projected to be generated by any such other premises or in the period extending beyond the scheduled expiration of the term of this Lease against Landlord's damages. Landlord,

however, at its sole option, may refrain from terminating Tenant's right of possession, and in such case may enforce against Tenant the provisions of this Lease for the full term thereof.

18.03 Attorney's Fees. In the event the employment of an attorney by either party due to a default in the performance of any of the terms, covenants, agreements or conditions contained in this Lease, and including the collection of any Rent or other amounts due or for the recovery of possession of the Premises, the non-prevailing party agrees to pay the costs of collection and enforcement, reasonable attorneys' fees, court costs and other expenses, of the prevailing party.

18.04 Landlord's Right to Cure and Injunctive Relief. In addition to other remedies provided in this Lease, Landlord shall be entitled, to the extent permitted by applicable law, to injunctive relief, or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease, or to any other remedy allowed to Landlord at law or in equity. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. If Tenant fails to perform any obligation, duty or covenant under this Lease after five (5) days following written notice thereof by Landlord (except that no notice shall be required for the payment of Rent or in circumstances believed by Landlord to constitute an emergency), Landlord shall have the right (but not the duty), to perform such obligation, duty or covenant on behalf and for the account of Tenant. In such event, Tenant shall reimburse Landlord upon demand, as Additional Rent, for all reasonable expenses incurred by Landlord in performing such obligation together with an amount equal to fifteen percent (15%) thereof for Landlord's overhead. Landlord's performance of Tenant's obligations hereunder shall not be deemed a waiver or release of Tenant therefrom. In no event shall Landlord undertake any responsibility or obligation to Tenant or to any third party by reason of the reservation by Landlord of its rights hereunder, nor shall Landlord be liable or responsible for its failure to exercise its cure rights provided herein.

Section 19. Subordination Clause.

19.01 This Lease shall be subject and subordinate at all times to the lien of any mortgage or deed of trust encumbrance or encumbrances which may now or which may at any time hereafter be made a lien upon the Property, the Building of which the Premises are a part or upon Landlord's interest therein. Tenant shall execute and deliver such further instrument or instruments, on commercially reasonable terms, subordinating this Lease to the lien of any such mortgage or deed of trust, encumbrance or encumbrances as shall be desired by any mortgagee or party secured or proposed mortgagee or party proposed to be secured. If the Landlord's interest under this Lease shall be transferred by reason of foreclosure or other proceedings for enforcement of any mortgage or deed of trust on the Premises or Building, Tenant shall be bound to the transferee's option, under the terms, covenants and conditions of this Lease for the remaining term, including any extensions or renewals, with the same force and effect as if the transferee were Landlord under this Lease, and if requested by transferee, Tenant agrees to attorn to the transferee as its landlord. Tenant waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport to give Tenant any right to terminate or otherwise adversely affect this Lease and the obligations of Tenant hereunder in the event that any such foreclosure proceeding is prosecuted or completed. In addition, if the Landlord's leasehold interest in any ground lease shall be terminated, Tenant agrees that this Lease shall, at the option of the ground lessor, remain in full force and effect (or if terminated by law as a result of Landlord's interest being terminated, Tenant will enter into a new Lease with the identical terms and conditions of this Lease). Tenant agrees to give any Mortgagee, by certified mail, return receipt requested, a copy of any notice of default served upon Landlord, provided that prior to such notice Tenant has been notified in writing (by way of notice of Assignment of Rents and Leases, or otherwise) of the address of such mortgagees and/or trust deed holders. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the mortgagees and/or trust deed holders shall have an additional thirty (30) days within which to cure such default or if such default cannot be cured within that time, then such additional time as may be reasonably necessary if within such thirty (30) days, the mortgagee and/or trust deed holder has commenced

and is diligently pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings, if necessary, to effect such cure), in which event this Lease shall not be terminated while such remedies are being so diligently pursued. Tenant agrees that in the event of the sale of the Land or the Building, by foreclosure or deed in lieu thereof, the purchaser at such sale shall only be responsible for the return of any Security Deposit paid by Tenant to Landlord in connection with this Lease to the extent that such purchaser actually receives such Security Deposit. Tenant further agrees that any successor to Landlord's interest shall not be bound by (i) any payment of monthly Rent or Additional Rent for more than one (1) month in advance, except prepayments in the nature of security for the performance by Tenant of its obligations under this Lease or (ii) any amendment or modification of this Lease made without the consent of Landlord's mortgagee or such successor in interest.

Section 20. Tenant Holding Over.

20.01 If Tenant shall not immediately surrender possession of the Premises at the termination of this Lease, Tenant shall become a tenant from month-to-month, provided Rent or use and occupancy payments shall be paid to and accepted by Landlord, in advance, at a rental rate equal to one hundred fifty percent (150%) the rental payable hereunder immediately prior to the termination of this Lease. Landlord shall be entitled to such payments notwithstanding exercise of its right to obtain possession of the Premises during any such holdover. Landlord shall continue to be entitled to retake or recover possession of the Premises without the need to provide a notice to quit hereinbefore provided and Tenant shall be liable to Landlord for any loss or damage it may sustain by reason of Tenant's failure to surrender possession of the Premises immediately upon the expiration of the term hereof. Tenant hereby agrees that all the obligations of Tenant and all rights of Landlord applicable during the term of this Lease shall be equally applicable during such period of subsequent occupancy, whether or not a month-to-month tenancy shall have been created as aforesaid.

Section 21. Successors.

21.01 This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

Section 22. Notices & Demands.

22.01 All notices required or permitted hereunder shall be deemed to have been given if mailed in any United States Post Office by certified or registered mail, overnight delivery by a nationally recognized carrier such as Federal Express, UPS, or Airborne Express, postage prepaid, addressed to Landlord or Tenant, respectively at the addresses set forth in the Fundamental Lease Provisions or to such other addresses as the parties may designate in writing from time to time.

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

Section 23. Quiet Enjoyment.

23.01 Landlord covenants and agrees with Tenant that upon Tenant paying the Rent and observing and performing all the terms, covenants and conditions, on Tenant's part to be observed and performed, Tenant may quietly enjoy the Premises hereby demised, subject, nevertheless, to the terms and conditions of this Lease and to any mortgages and deeds of trust secured by the Building.

Section 24. Waiver of Trial by Jury.

24.01 LANDLORD AND TENANT EACH AGREE TO AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES AND/OR ANY CLAIM OF INJURY OR DAMAGE, AND ANY STATUTORY REMEDY.

Section 25. Governing Law.

25.01 This Lease shall be construed and governed by the laws of the state or jurisdiction in which the Building is located without regard to the conflicts of laws principles.

25.02 For purposes of Section 55-2, Code of Virginia (1950), as amended, this Lease is and shall be deemed to be a deed of lease.

Section 26. Miscellaneous.

26.01 Tenant's Representatives. The term "**Tenant**" shall include legal representatives, successors and assigns. All covenants herein made binding upon Tenant shall be construed to be equally applicable to and binding upon its agents, employees and others claiming the right to be in the Premises, on the Property or in the Building through or under Tenant.

26.02 Pronouns. Feminine or neuter pronouns shall be substituted for those of the masculine form and the plural shall be substituted for the singular, wherever the context shall require. It is also agreed that no specific words, phrases or clauses herein used shall be taken or construed to control, limit or cut down the scope or meaning of any general words, phrases or clauses used in connection therewith.

26.03 Additional Rent. As used in this Lease "**Additional Rent**" shall consist of all sums of money, costs, expenses or charges of any kind or amount whatsoever (other than Base Rent) which Tenant assumes or agrees to pay, or which become due and payable by Tenant to Landlord under this Lease. If Tenant fails to pay Additional Rent in its entirety when due, Landlord shall have the same rights and remedies under this Lease as in the case of non-payment of Base Rent. Except as otherwise noted herein, any Additional Rent obligations shall be paid with the next installment of Base Rent.

26.04 No Offer. This Lease is submitted to Tenant on the understanding that it will not be considered an offer and will not bind the Landlord in any way until Tenant has duly executed and delivered duplicate originals to Landlord and Landlord has executed and delivered one of such originals to Tenant.

26.05 Joint and Several Liability. If Tenant is composed of more than one signatory to this Lease, each signatory will be jointly and severally liable with each other signatory for payment and performance according to this Lease. The act of, written notice to, written notice from, refund to, or signature of any signatory to this Lease (including without limitation modifications of this Lease made by fewer than all such signatories) will bind every other signatory as though every other signatory had so acted, or received or given the written notice or refund, or signed.

26.06 No Construction Against Drafting Party. Landlord and Tenant acknowledge that each of them and their counsel have had an opportunity to review this Lease and that this Lease will not be construed against Landlord merely because Landlord has prepared it.

26.07 Time of the Essence. Time is of the essence with respect to each and every provision of this Lease.

26.08 No Waiver. The waiver by Landlord of any agreement, condition or provision contained in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Lease, nor will any custom or practice that may grow up between the parties in the administration of the terms of this Lease be construed to waive or to lessen the right of Landlord to insist upon performance by Tenant in strict accordance with the terms of this Lease. The subsequent acceptance of Rent by Landlord will not be deemed to be a waiver of any preceding breach by Tenant of any agreement, condition, or provision of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.

26.09 Limitation on Recourse. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD HEREUNDER) TO TENANT AND ALL TENANT PARTIES SHALL BE LIMITED TO THE INTEREST OF LANDLORD IN THE BUILDING, AND TENANT, FOR ITSELF AND FOR ALL TENANT PARTIES, AGREES TO LOOK SOLELY TO LANDLORD'S INTEREST IN THE BUILDING FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST THE LANDLORD, IT BEING INTENDED THAT NEITHER LANDLORD NOR ANY MEMBER, PRINCIPAL, PARTNER, SHAREHOLDER, OFFICER, AGENT, DIRECTOR OR BENEFICIARY OF LANDLORD SHALL BE PERSONALLY LIABLE FOR ANY JUDGMENT OR DEFICIENCY.

26.10 Estoppel Certificates. At any time and from time to time but within ten (10) days after prior written request by Landlord, Tenant will execute, acknowledge, and deliver to Landlord, promptly upon request, a certificate certifying (a) that this Lease is unmodified and in full force and effect or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification; (b) the date, if any, to which Rent and other sums payable under this Lease have been paid; (c) that no written notice of any default has been delivered to Landlord which default has not been cured, except as to defaults specified in said certificate; (d) that there is no event of default under this Lease or an event which, with notice or the passage of time, or both, would result in an event of default under this Lease, except for defaults specified in said certificate; and (e) such other matters as may be reasonably requested by Landlord, Landlord's lender, or any future or prospective Lender. Any such certificate may be relied upon by any prospective purchaser or existing or prospective mortgage or beneficiary under any deed of trust of the Property. Tenant's failure to deliver such a certificate within such time will be conclusive evidence of the matters set forth in it.

26.11 Severability. If any provision of this Lease proves to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected by such finding, and in lieu of each provision of this Lease that is illegal, invalid, or unenforceable a provision will be added as a part of this Lease as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

26.12 Written Amendment Required. No amendment, alteration, modification of, or addition to the Lease will be valid or binding unless expressed in writing and signed by Landlord and Tenant.

26.13 Entire Agreement. This Lease, the exhibits and addenda, if any, contain the entire agreement between Landlord and Tenant. No agreements, understandings, promises or representations, except as contained in this Lease, have been made or relied upon by either party hereto in connection with this Lease, the condition or the manner of operating the Premises or the Building. If the Tenant is presently a tenant under a lease with the Landlord for the Premises (an "Existing Lease") as of the date of this Lease, the term of such Existing Lease shall terminate immediately prior to the commencement of the Term hereunder, and Tenant shall have no right to exercise any option(s) under any such Existing Lease from and after the date hereof.

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

26.15 Notice of Landlord's Default. In the event of any alleged default in the obligation of Landlord under this Lease, Tenant will deliver to Landlord written notice listing the reasons for Landlord's default and Landlord will have 30 days following receipt of such notice to cure such alleged default or, in the event that the alleged default cannot reasonably be cured within a 30-day period, to commence action and proceed diligently to cure such alleged default.

26.16 Authority. Tenant and the party executing this Lease on behalf of Tenant represent to Landlord that such party is authorized to do so by requisite action of the board of directors or partners, as the case may be, and agree upon request to deliver to Landlord a resolution or similar document to that effect.

26.17 Brokers. Landlord and Tenant respectively represent and warrant to each other that neither party has consulted or negotiated with any broker or finder with regard to the Premises except the Broker(s) outlined in the Fundamental Lease Provisions. Landlord and Tenant will indemnify the other against and hold the other harmless from any claims for fees or commissions from anyone with whom either party has consulted or negotiated with regard to the Premises except the Broker(s) named herein.

26.18 Intentionally Deleted.

26.19 Registered Agent. Landlord hereby specifically designates _____ whose address is _____, as Landlord's agent for the purpose of service of any process, notice, order or demand required, or permitted by law, to be served upon Landlord. Notwithstanding the foregoing, any notices or other documents required to be delivered or furnished to Landlord pursuant to all other provisions of this Lease shall also be sent to Landlord in accordance with the notice provisions of this Lease.

26.20 Events of "Force Majeure" shall include strikes, riots, acts of God, shortages of labor or materials, war, governmental law, regulations or restrictions and any other cause whatsoever that is beyond the control of Landlord. Whenever a period of time is herein prescribed for the taking of any action by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to events of Force Majeure.

26.21 Parking.

26.21.1 During the Lease Term, Landlord agrees to make available to Tenant and its employees up to three (3) monthly unreserved parking permit for each one thousand (1,000) square feet of rentable square feet of Premises leased by Tenant, (each a "Permit" and collectively, the "Permits") for the parking of standard-sized passenger automobiles in the parking area of the Building (the "parking lot") on a non-exclusive, unassigned, first-come, first-served basis. Tenant may elect to have (2) of such Permits be for reserved parking spaces. There shall be no charge for unreserved Permits spaces and the charge for such reserved Permits shall be the prevailing rate charged from time to time by Landlord or the operator of the parking lot. As of the date of this Lease, the prevailing rate for reserved spaces is One Hundred Dollars (\$100.00) per reserved Permit. Notwithstanding the foregoing, Landlord does not guarantee the availability of either unreserved or reserved Permits to Tenant from and after the date that is thirty (30) days following the date of this Lease, if Tenant does not in fact obtain unreserved Permits and purchase reserved Permits available to it from Landlord within said thirty (30) day period, and thereafter continuously make the monthly payments for reserved Permits as required hereunder. The parking fee shall be paid as Additional Rent, or if directed by Landlord, pursuant to a separate agreement.

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

26.21.3 Tenant agrees that the Landlord does not assume any responsibility for, and shall not be held liable for, the performance by the parking lot operator of any agreement between Tenant and such operator (if any), any damage or loss to any automobiles parked in the parking lot or to any personal property located therein, or for any injury sustained by any person in or about the parking lot.

26.22 OFAC Compliance. As an inducement to Landlord to enter into this Lease, Tenant hereby represents and warrants that: (i) Tenant is not, nor is it owned or controlled directly or indirectly by, any person, group, entity or nation named on any list issued by the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC") pursuant to Executive Order 13224 or any similar list or any law, order, rule or regulation or any Executive Order of the President of the United States as a terrorist, "Specially Designated National and Blocked Person" or other banned or blocked person (any such person, group, entity or nation being hereinafter referred to as a "Prohibited Person"); (ii) Tenant is not (nor is it owned or controlled, directly or indirectly, by any person, group, entity or nation which is) acting directly or indirectly for or on behalf of any Prohibited Person; and (iii) from and after the effective date of the above-referenced Executive Order, Tenant (and any person, group, or entity which Tenant controls, directly or indirectly) has not conducted nor will conduct business nor has engaged nor will engage in any transaction or dealing with any Prohibited Person in violation of the U.S. Patriot Act or any OFAC rule or regulation, including without limitation any assignment of this Lease or any subletting of all or any portion of the Premises or the making or receiving of any contribution of funds, goods or services to or for the benefit of a Prohibited Person in violation of the U.S. Patriot Act or any OFAC rule or regulation. In connection with the foregoing, it is expressly understood and agreed that (x) any breach by Tenant of the foregoing representations and warranties shall be deemed a default by Tenant under this Lease, (y) Tenant shall be responsible for ensuring that all assignees of this Lease and all subtenants or other occupants of the Premises comply with the foregoing representations and warranties, and (z) the representations and warranties contained in this subsection shall be continuing in nature and shall survive the expiration or earlier termination of this Lease.

Section 27. Exhibits.

27.01 The Exhibits referenced in the Table Of Contents of this Lease and as attached hereto are incorporated herein as part of this Lease. Landlord reserves the right to amend or make additions to both the Construction Rules and Regulations and/or the Building Rules and Regulations from time to time.

Section 28. Intentionally Deleted.

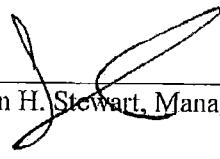
IN WITNESS WHEREOF, Landlord has hereunto executed this Lease by its duly authorized Manager and Tenant has caused its name to be hereunto subscribed and Tenant has hereunto set its hand and seal, or has caused its corporate name to be hereunto subscribed and attested by its duly authorized officer as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

WITNESS:

LANDLORD:

SIP / CREF 6849 Old Dominion, LLC

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

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

WITNESS:

TENANT:

Sunnybrook Investments, LLC,
A Delaware limited liability company

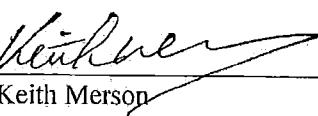
By:  (SEAL)
Keith Merson
Manager

EXHIBIT A

DESCRIPTION OF PREMISES

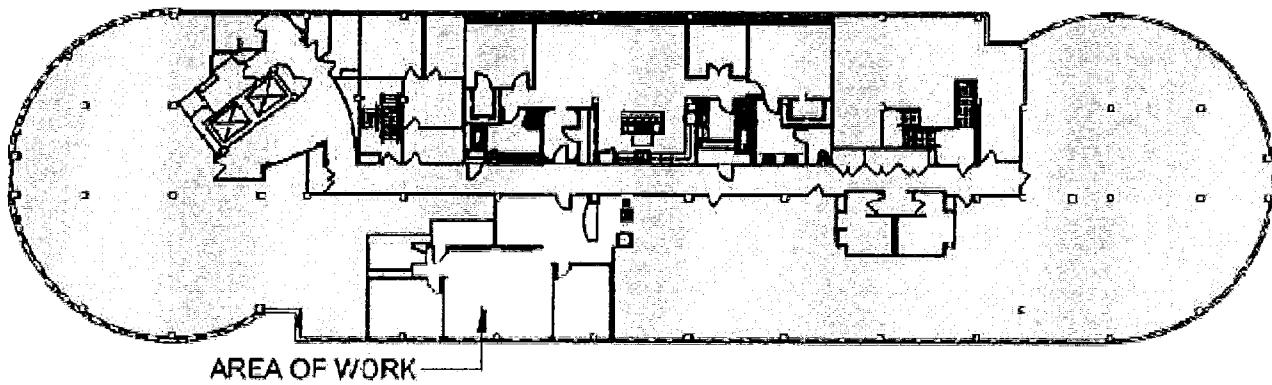


EXHIBIT A-1

WORK AGREEMENT

A. Plans.

1. This Work Letter shall set forth the obligations of Landlord and Tenant with respect to the preparation of the Premises for Tenant's occupancy.
2. The Landlord Work shall consist solely of the following: NONE
3. Landlord shall not be required to perform any work in connection with this Lease.
4. Any architect or designer acting for or on behalf of Tenant shall be deemed to be Tenant's agent and authorized to bind Tenant in all respects with respect to the design and construction of the Premises.
5. Notwithstanding anything to the contrary set forth herein, or in the Lease, Tenant shall not perform or request approval for any work which would: (1) require changes to structural components of the Building or the exterior design of the Building; (2) require any material modification to the Building's mechanical, electrical or plumbing systems or installations outside the Premises; (3) not comply with all applicable laws, rules, regulations and requirements of any governmental department having jurisdiction over the construction of the Building and/or the Premises, including specifically but without limitation the Americans with Disabilities Act; (4) be incompatible with the building plans filed with the appropriate governmental agency from which a building permit is obtained for the construction of the Tenant Improvements or with the occupancy of the Building as a professional office building; or (5) delay the completion of the Premises or any part thereof. Tenant shall not oppose or delay changes required by any governmental agency affecting the construction of the Building and/or the Tenant Work in the Premises.
6. Landlord agrees to provide to Tenant an allowance with respect to the construction of improvements upon the Premises ("Tenant's Work") in an amount not to exceed Forty-Two Thousand One Hundred and No/100 Dollars (\$42,100.00) (the "Allowance"). Such Allowance shall be first applied to (i) any costs attributed to county, jurisdictional or state related improvements required to be made to the Premises or Building which arise due to Tenant's plans, work contemplated, or caused by the filing for permit(s) on behalf of Tenant or related to the Premises, and then to (ii) actual construction costs (materials and labor) and design costs of Tenant's Work (all such total costs hereinafter collectively referred to as "Tenant Improvement Costs"). To the extent that any of the Allowance remains after payment of Tenant Improvement Costs, Tenant will not be entitled to any payment or credit on account of the excess. To claim a reimbursement for the performance of Tenant's Work from the Allowance, Tenant shall provide Landlord with evidence of payment for its Tenant Improvement Costs including sworn statements, lien waivers and such other documentation as Landlord as provided herein or as Landlord may reasonably require, all in form and substance reasonably satisfactory to Landlord. Provided the foregoing requirements have been met, payment of the Allowance will be made, within thirty days following the last to occur of Tenant's moving in to the Premises and Landlord's receipt of (i) Tenant's sworn statements and applications for payment; (ii) sworn statements and recordable lien waivers from all of Tenant's contractors; (iii) confirmation that the Tenant's Work has been completed in accordance with the Tenant Plans; and (iv) such other documents and instruments as Landlord may reasonably require, all in form and substance reasonably satisfactory to Landlord. Any improvement or work done or authorized by Tenant or performed to Tenant's account, shall be promptly paid by Tenant. Failure to do so shall be deemed an event of default under the Lease. All work referenced in this Work Agreement exhibit shall be deemed to be Alterations for purposes of this Lease and all terms and conditions contained the Alterations section of this lease shall also apply to this Work Agreement.

B. Construction.

1. Selection of General Contractor. Once Landlord has approved the Tenant Plans, Tenant shall submit the Tenant Plans to no more than three (3) contractors agreed upon and approved by Tenant and Landlord. Tenant shall select the contractor (“Contractor”) which will undertake construction of the Tenant Work.

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

a. No work involving or affecting the Building’s structure or the plumbing, mechanical, electrical or life/safety systems of the Building shall be undertaken without (i) the prior written approval of Landlord, in its sole discretion, (ii) the supervision of Landlord’s building engineer, the actual cost of which supervision shall be borne by Tenant; (iii) compliance by Tenant and the Contractor with the insurance requirements set forth below; and (iv) compliance by Tenant and the Contractor with all of the terms and provisions of this Work Agreement;

b. Prior to the initiation of any of the Tenant Work, Tenant or Contractor shall post a performance bond or provide to Landlord other evidence satisfactory to Landlord, in its sole discretion, of the Contractor’s ability to finish the Tenant Work;

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

3. Insurance Requirements.

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

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

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

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

(2) Commercial General Liability Insurance.

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

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

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

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

c. Each insurance policy shall contain an endorsement stating that the insurance company will not, prior to the completion of the Tenant Work or any policy expiration date shown on the policy and certificate, whichever occurs first, terminate the policy or change any coverage therein without first mailing to the Landlord and Tenant, by registered mail, written notice of such action at least thirty (30) days prior to the termination indicated.

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

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

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

g. Depending on the scope of work to be performed at the Premises, Landlord shall have the right to require increased limits or broader coverages as Landlord reasonably deems appropriate.

4. Permits and Licenses. Unless otherwise directed by Landlord in writing, Tenant shall procure, at Tenant's sole cost and expense, all permits and licenses necessary to undertake the Tenant Work and, upon completion of the Tenant Work, to occupy the Premises.

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

6. Indemnification. Tenant shall indemnify Landlord and hold it harmless from and against all claims, injury, damage or loss (including attorneys' fees) sustained by Landlord as a result of the undertaking by Tenant and the Contractor of the Tenant Work in the Premises.

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

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

The Landlord’s architect and MEP engineer shall be designated by Landlord from time to time and will be available to assist Tenant with the design of improvements and infrastructure within the Premises and to provide guidance regarding the Building, all at Tenant’s expense (or subject to the Allowance described above). In the event MEP plans are required, all such plans shall be drafted, produced and coordinated by Landlord’s MEP engineer at Tenant’s expense (or subject to the Allowance described above).

EXHIBIT B

CONSTRUCTION RULES AND REGULATIONS

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

14. All construction materials or debris must be stored within the project confines or in an approved lock-up.

15. There will be no alcohol or controlled substances allowed or tolerated on the Property.

16. The general contractor and Tenant shall be responsible for all loss of their materials and tools and shall hold Landlord harmless for such loss and from any damages or claims resulting from the work.

17. Contractors must strictly follow all applicable laws.

18. Elevator(s) in the Building may not be used during business hours for any purpose other than normal passenger/tenant elevator use. Construction activities that create excess noise (in the Landlord's reasonable discretion) all core drilling, core x-rays, or other such disturbances shall be performed during non-building hours and shall be scheduled in writing with Landlord's Agent at least 48 hours prior to commencing any such work. Non-building hours for the purposes hereof shall mean prior to 8:00 a.m. or after 6:00 p.m. M-F and prior to 9:00 a.m. or after 2:00 p.m. on Saturdays.

19. All work shall be coordinated with the Landlord's Agent.

20. No work shall be commenced until after Landlord has approved contractor and contractor's insurance certificates.

21. All Tenant construction work shall be confined to its respective Premises. This includes all equipment, tools, materials, etc. At no time shall any tenant unload his materials, tools, etc., into any other space without written approval of Landlord.

22. Common Areas shall not be used by Tenant or by the Tenant's contractors without written approval of Landlord.

23. All Tenant's space shall be kept clean and free of hazardous conditions. Compliance with all O.S.H.A. Safety Regulations is mandatory.

24. Any dirt or debris caused by contractors outside the Premises must be promptly cleaned

25. All tools, equipment or construction materials left outside of Tenant's space shall become the property of the Landlord.

26. All construction activities such as jackhammering and "shot" type mechanical fasteners which create excessive or explosive type noises shall be performed at least thirty (30) minutes prior to or after normal business hours, as established by Landlord.

27. No one, other than Landlord's approved contractor shall be on the roof or do any type of work affecting the roof unless so specified in writing from the Landlord. The cost of such work shall be borne by Tenant.

28. Tenant shall not attach or cause to be attached to any wall or structural member any equipment that may, by virtue of its size or weight, cause structural damage. Tenant shall not exceed a loading as set forth in the plans and specifications for the floor of the Center and shall not do anything that might in any way affect the structural integrity of the building.

29. Should Tenant's interior partitioning cause changes or alteration in the fire protection sprinkler system, such changes and alterations shall be made by Landlord's contractors at Tenant's expense.

30. If required by any applicable statute, law, regulation and/or ordinance or if appropriate, as determined by Landlord, a smoke and/or heat detector shall be installed in Tenant's space, at Tenant's expense. The smoke and/or heat detector shall be connected to the central system if such control system is available by Landlord's contractor at Tenant's expense.

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

EXHIBIT C

BUILDING RULES AND REGULATIONS

1. No part or the whole of the sidewalks, entrances, passages, elevators, vestibules, stairways, corridors or halls of the Building shall be obstructed or encumbered by any tenant or used for any purpose other than ingress and egress to and from the space demised to such tenant.
2. No awnings or other projections shall be attached to the outside walls or windows of the Building. No curtains, blinds, shades, or screens (other than those furnished Landlord as part of Landlord's Work) shall be attached to or hung in, or used in connection with, any window or door of the Building or the space demised to any tenant. If consent is given by Landlord for any shades or draperies, the surface facing outside the Building shall be in accordance with a color scheme approved by Landlord.
3. No sign, advertisement, object, flag, numbers, notice, symbol or lettering shall be exhibited, inscribed, painting or affixed on any part of the outside or inside of the space demised to any tenant or on the Building or in any window visible from the exterior of the Building. Interior signs on doors, corridors and directory tablets, if any, shall be inscribed, painted, or affixed for each tenant by Landlord, at tenant's expense, and shall be of a size, color, and style approved by Landlord, at Landlord's sole discretion.
4. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors, vestibules, or other public parts of the Building without prior written consent of the Landlord.
5. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances (including, without limitation, coffee grounds) shall be thrown therein. All damage resulting from any misuse of the plumbing fixtures shall be borne by the tenant who, or whose agents, employees, visitors, licensees, contractors or suppliers' shall have caused such damage.
6. No tenant, nor any of its agents, employees, visitors, licensees, contractors, or suppliers shall at any time bring or keep upon the Premises any inflammable, combustible or explosive fluid, chemical or substance, and tenant shall obey fire regulations and procedures governing the leased space and the Building.
7. No tenant shall mark, paper, paint, bore into, make any alterations or additions, or in any way deface any part, including equipment and fixtures, of the leased space or the Building of which it forms a part, without the prior written consent of Landlord. No wires shall be installed except in conduits, ducts or outlets established for that purpose, unless prior written consent of Landlord has been obtained. If any tenant desires to install any floor covering other than carpeting, subject to the prior consent of Landlord, such floor covering shall be installed in accordance with the manufacturer's specifications.
8. No bicycles or vehicles of any kind shall be brought into or kept in or about the leased space or the Building, with the exception of the parking areas in an area designated by Landlord. No cooking shall be done or permitted by any tenant in the leased space, without the prior written consent of the Landlord, provided, however, that the heating, refrigerating and preparing of beverages and light snacks shall be permitted if there are appropriate facilities and equipment for such purpose and subject to the prior written consent of Landlord. No tenant shall cause or permit any unusual or objectionable odors to be produced upon or emanate from the leased space.

9. Neither the whole nor any part of the space demised to any tenant shall be used for manufacturing, for the storage of merchandise, or for the sale at auction of merchandise, goods, or property unless approved, in writing, by Landlord.

10. No tenant shall make, or permit to be made, any unseemly or disturbing noise or unreasonably disturb or interfere with other tenants or occupants of the Building or neighboring buildings or leased space whether by the use of any musical instrument, radio, television set, or other audio device, unmusical noise, whistling, singing, or in any other way. Nothing shall be thrown out of any doors, windows, skylights, or down any passageways or stairs.

11. No additional locks shall be placed upon any doors or windows of the leased space, nor any changes made in the existing locks or the mechanism thereof without approval of the Landlord or Building Management and Landlord shall be provided with copies of all keys for any door(s) within the Premises with locking capability. Doors opening onto public corridors from leased space shall be kept closed during business hours and locked when the leased space is unattended. All door keys whether furnished by Landlord or otherwise procured for offices and bathrooms shall be delivered to Landlord upon termination of the tenancy, and in event the loss of any such keys, such tenant shall pay Landlord the reasonable cost of replacement keys. An additional charge by the Landlord to Tenant shall be made for all keys in excess of two for each door opening onto a public corridor from any leased space.

12. All moving of safes, freight, furniture or bulky matter of any description, to and from the leased space, shall only take place in the elevator at times during which the elevator protective padding is in place within the elevator, passageways or stairs, and during the hours designated by Landlord. There shall not be used in any space, or in the public halls of the Building, either by the tenant or by jobbers or others, in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and sides guards.

13. No tenants shall use or occupy or permit any portion of the space demised to such tenant to be used or occupied as an employment bureau or for the storage, manufacture, or sale of liquor, narcotics or drugs. No tenant shall engage or pay any employees in the Building, except those actually working for such tenant in the Building, nor advertise for laborers giving an address at the Building.

14. Landlord shall have the right to prohibit any advertising by any tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a building for offices or medical offices, and upon notice from Landlord, such tenant shall refrain from or discontinue such advertising.

15. No tenant shall purchase or contract for waxing, rug shampooing, Venetian blind washing or interior glass washing, furniture polishing, servicing of lamps other than Building Standard lamps, removal of any garbage from any dining or eating facility, or for towel service in the leased space except from contractors, companies or persons approved by the Building Management.

16. Landlord reserves the right to control and operate the public portions of the Building and the public facilities, as well as facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally, including, without limitation, the right to exclude from the Building, between the hours of 6:00 p.m. and 8:00 a.m. on business days and at all hours on Saturdays, except 8:00 a.m. to 1:00 p.m., Sundays and holidays, all persons who do not identify themselves satisfactorily to Landlord. Each tenant shall be responsible for maintaining with Building Management and up-to-date list of such tenant employees and for giving reasonable advance notice to the Building Management of invites expected outside of regular business hours and tenant shall be liable to Landlord for all acts of such persons.

17. Each tenant, before closing and leaving the space demised to such tenant at any time, shall see that all doors are locked and all lights turned off.

18. No space demised of any tenant shall be used, or permitted to be used, for lodging or sleeping or for any immoral or illegal purpose.

19. The requirements of tenants will be attended to only upon application at the office of Landlord. Building employees shall not be required to perform, and shall not be requested by any tenant to perform, any work outside of their regular duties, unless under specific instructions from the office of Landlord or the Building Management.

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

21. No animals of any kind shall be brought into or kept about the Building by any tenant.

22. Employees of Landlord other than those expressly authorized are prohibited from receiving any packages or other articles delivered to the Building for any tenant and, should any such employee receive any such package or article, he or she in so doing shall be the agent of such tenant and not Landlord.

23. No tenant shall install or permit or allow installation of a television antenna or satellite dish on the roof, in the windows or upon the exterior of the leased space or the Building, without the prior written consent of the Landlord.

24. Safes and other heavy metal objects shall not be positioned or installed by any tenant until size and location are approved in writing by the Building Management.

25. No tenant shall tie in, or permit others to tie in, to the electrical or water supply on the Premises without prior written consent of the Building Management.

26. No tenant shall remove, alter or replace the Building Standard ceiling light diffusers in any portion of the leased space without the prior written consent of Landlord.

27. Office areas, lobbies, corridors and public restrooms are cleaned Monday through Friday after 5:00 PM. Cardboard boxes or items not in normal trash receptacles must be clearly identified as trash and placed in a convenient location for proper pick-up by the janitorial staff.

28. Except for purposes of emergency, notices, posters, or advertising media will not be permitted to be affixed in the elevators, elevator lobbies, main lobbies, windows, corridors or exterior of the Building without Landlord's prior written consent.

29. Landlord will furnish and install fluorescent tubes and light bulbs for the Building Standard fixtures only. For special fixtures Tenant will stock its own bulbs which will be installed by Landlord when so requested by Tenant at Tenant's expense.

30. Landlord does not maintain and repair suite finishes or fixtures which are non-standard; such as kitchens, bathrooms, wallpaper, special lights, etc. However, should the need for maintenance or repairs arise, Landlord will, upon Tenant's request, arrange for the work to be done at Tenant's expense, subject to the Alterations section of the Lease.

31. Business machines and mechanical equipment belonging to Tenant which can cause noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree to be objectionable to Landlord or to any tenant in the Building shall be installed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate such noise and vibration.

32. No vending machines shall be permitted to be placed or installed in any part of the Building by any tenant without the prior written consent of Landlord. Landlord reserves the right to place or install vending machines in any of the common areas of the Building.

33. Landlord reserves the right to rescind, amend, alter or waive any of the foregoing Rules and Regulations at any time when, in its judgment, it deems it necessary, desirable or proper for its best interest and for the best interests of the tenants, and no such rescission, amendment, alteration or waiver of any rule or regulation in favor of one tenant shall operate as an alteration or waiver in favor of another tenant. Landlord shall not be responsible to any tenant for the non-observance or violation by any other tenant of any of these Rules and Regulations.

34. Tenant shall immediately notify the Building Management of any breakage, sickness, fire or disorder which comes to its attention in its Premises or any of the common areas of the Building.

35. Medical offices engaged in the practice of generating Hazardous Waste, said waste requiring special containers and or handling, shall provide for removal of same, at their cost and expense, in a manner appropriate to all legal requirements now existing or that may, in the future, be enacted.

36. Tenant shall not place any boxes or containers typically used in the practice of medicine (i.e. specimen, lab analysis) in the Building corridor or on any doors to the Premises without the prior written consent of the Landlord.

37. Landlord's employees are prohibited as such from receiving any packages or other articles delivered to the Building for Tenant and that should any such employee receive any such packages or articles, Tenant agrees that the employee shall do so only as the agent of Tenant and not of Landlord.

38. For purposes of these Rules and Regulations the Building Management shall mean the duly designated representative of Landlord to manage the Building.

39. There shall be no smoking in the Building or on any land associated with the Building or property surrounding the Building.

EXHIBIT D

COMMENCEMENT DATE CERTIFICATE

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

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

- (a) Landlord: SIP / CREF 6849 Old Dominion, LLC
- (b) Tenant: Sunnybrook Investments, LLC
- (c) Lease: Lease Agreement dated _____ between Landlord and Tenant.
- (d) Premises: Suite 224
- (e) Building Address: 6849 Old Dominion Drive, McLean, VA 22101

2. **CONFIRMATION OF LEASE COMMENCEMENT:** Landlord and Tenant confirm that notwithstanding anything in the Lease to the contrary, the Lease Commencement Date is _____ and the Lease Expiration Date is _____.

3. **CONFIRMATION OF RENT COMMENCEMENT:** Landlord and Tenant confirm that notwithstanding anything in the Lease to the contrary, the Rent Commencement Date is _____.

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

WITNESS:

LANDLORD:

SIP / CREF 6849 Old Dominion, LLC
By: _____, its Manager

By: _____ (SEAL)

Name: _____, Manager

Date: _____

WITNESS:

TENANT:

Sunnybrook Investments, LLC,
a Delaware limited liability company

By: _____ (SEAL)

Name: _____

Date: _____

EXHIBIT E

Form of SNDAs