

LEASE AGREEMENT

BY AND BETWEEN

PRIII SUNSET HILLS VIRGINIA LLC,
a Delaware limited liability company
(as Landlord)

AND

BELOVED YOGA & WELLNESS, INC.,
a Delaware corporation,
(as Tenant)

**11109 Sunset Hills Road
Reston, VA 20190**

TABLE OF CONTENTS

ARTICLE I - Definitions.....	1
ARTICLE II - Premises.....	4
ARTICLE III - Term	5
ARTICLE IV - Base Rent.....	6
ARTICLE V - Increases in Operating Charges and Real Estate Taxes	7
ARTICLE VI - Use of Premises.....	11
ARTICLE VII - Assignment and Subletting	14
ARTICLE VIII - Maintenance and Repairs.....	18
ARTICLE IX - Alterations	19
ARTICLE X - Signs	21
ARTICLE XI - Security Deposit	23
ARTICLE XII - Inspection.....	24
ARTICLE XIII - Insurance.....	25
ARTICLE XIV - Services and Utilities	26
ARTICLE XV - Liability of Landlord.....	28
ARTICLE XVI - Rules.....	29
ARTICLE XVII - Damage or Destruction	29
ARTICLE XVIII - Condemnation.....	30
ARTICLE XIX - Default	31
ARTICLE XX - Bankruptcy	34
ARTICLE XXI - Subordination	35
ARTICLE XXII - Holding Over.....	37
ARTICLE XXIII - Covenants of Landlord.....	37
ARTICLE XXIV - Parking.....	38
ARTICLE XXV - ERISA	39
ARTICLE XXVI - Patriot Act.....	39
ARTICLE XXVII - REIT Matters.....	39
ARTICLE XXVIII - General Provisions	40
ARTICLE XXIX - Extension Options.....	44
ARTICLE XXX - Restroom Work.....	47

EXHIBITS:

- | | |
|-----------|---|
| EXHIBIT A | - Plan Showing Premises |
| EXHIBIT B | - Work Letter |
| EXHIBIT C | - Rules |
| EXHIBIT D | - Form of Lease Commencement Date Certificate |
| EXHIBIT E | - Tenant Exterior Signage and Tenant Directional Sign Locations |
| EXHIBIT F | - Form of Letter of Credit |
| EXHIBIT G | - Reserved Parking Spaces |

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is dated as of July 25, 2017 (the "Effective Date"), by and between **PRIII SUNSET HILLS VIRGINIA LLC**, a Delaware limited liability company ("Landlord"), and **BELOVED YOGA & WELLNESS, INC.**, a Delaware corporation ("Tenant").

ARTICLE I - Definitions

1.1 **Building:** The two (2) story office building commonly known as Sunset Corporate Plaza I and situated on the land (the "Land") located at 11109 Sunset Hills Road, Reston, Commonwealth of Virginia 20190, which Building is deemed to contain 41,200 square feet of rentable area in the aggregate (as determined in substantial accordance with the Measurement Standard, as hereinafter defined).

1.2 **Premises:** Suite 100 deemed to contain 6,134 square feet of rentable area (as determined in substantial accordance with the Measurement Standard) located on the first (1st) floor of the Building, as more particularly shown and designated on *Exhibit A*.

1.3 **Lease Term:** Eleven (11) years, commencing on the Lease Commencement Date (as described in Section 3.2 of the Lease) and ending on the Termination Date, as defined below (and including the First Extended Term and Second Extended Term, if applicable), unless sooner terminated as herein provided.

1.4 **Anticipated Delivery Date:** November 1, 2017.

1.5 **Termination Date:** The last day of the one hundred thirty-second (132nd) full calendar month following the Lease Commencement Date, as the same may be extended pursuant to the express terms hereof.

1.6 **Lease Commencement Date:** The earlier of (i) the date on which Landlord tenders possession of the Premises to Tenant with the Tenant Improvement Work Substantially Completed therein (as each such term is defined in the Work Letter) (provided, however, in no event shall the date of Substantial Completion of the Tenant Improvement Work be deemed to occur prior to September 1, 2017), or (ii) the date on which Tenant commences conducting business in the Premises (provided, however, that (a) Tenant's installation of Tenant's equipment, furnishings, and furniture in the Premises as provided under Section 4 of the Work Letter shall not be deemed "conducting business" in the Premises for purposes hereof, and (b) the Lease Commencement Date shall be subject to extension as, and to the extent, provided under Article XXX hereof).

1.7 **Base Rent:**

Period	Rate Per Sq. Ft.	Annual Base Rent	Monthly Installment
Lease Commencement Date - Last Day of 12th Full Calendar Month Following Lease Commencement Date ¹	\$21.75	\$133,414.50	\$11,117.88

¹ The period commencing on the Lease Commencement Date and ending on the last day of the twelfth (12th) month thereafter is subject to the Rent Abatement Period (as hereinafter defined).

First Day of 13th Full Calendar Month Following Lease Commencement Date - Last Day of 24th Full Calendar Month Following Lease Commencement Date	\$22.29	\$136,726.86	\$11,393.91
First Day of 25th Full Calendar Month Following Lease Commencement Date - Last Day of 36th Full Calendar Month Following Lease Commencement Date	\$22.85	\$140,161.90	\$11,680.16
First Day of 37th Full Calendar Month Following Lease Commencement Date - Last Day of 48th Full Calendar Month Following Lease Commencement Date	\$23.42	\$143,658.28	\$11,971.52
First Day of 49th Full Calendar Month Following Lease Commencement Date - Last Day of 60th Full Calendar Month Following Lease Commencement Date	\$24.01	\$147,277.34	\$12,273.11
First Day of 61st Full Calendar Month Following Lease Commencement Date - Last Day of 72nd Full Calendar Month Following Lease Commencement Date	\$24.61	\$150,957.74	\$12,579.81
First Day of 73rd Full Calendar Month Following Lease Commencement Date - Last Day of 84th Full Calendar Month Following Lease Commencement Date	\$25.22	\$154,699.48	\$12,891.62
First Day of 85th Full Calendar Month Following Lease Commencement Date - Last Day of 96th Full Calendar Month Following Lease Commencement Date	\$25.85	\$158,563.90	\$13,213.66
First Day of 97th Full Calendar Month Following Lease Commencement Date - Last Day of 108th Full Calendar Month Following Lease Commencement Date	\$26.50	\$162,551.00	\$13,545.92
First Day of 109th Full Calendar Month Following Lease Commencement Date - Last Day of 120th Full Calendar Month Following Lease Commencement Date	\$27.16	\$166,599.44	\$13,883.29
First Day of 121st Full Calendar Month Following Lease Commencement Date - Last Day of 132nd Full Calendar Month Following Lease Commencement Date	\$27.84	\$170,770.56	\$14,230.88

1.8 **Base Rent Annual Escalation Percentage:** Two and 50/100 percent (2.50%).

1.9 **Operating Charges Base Year:** 2018

1.10 **Real Estate Taxes Base Year:** 2018

1.11 **Security Deposit Amount:** Sixty-Six Thousand Seven Hundred Seven and 25/100 Dollars (\$66,707.25), subject to reduction as provided under Article XI hereof.

1.12 **Broker(s):** Newmark Grubb Knight Frank ("NGKF"), on behalf of Landlord, and Larsen Commercial Real Estate Services, Inc. ("Larsen"), on behalf of Tenant.

1.13 **Tenant Notice Address:**

Prior to Lease Commencement Date:

Beloved Yoga & Wellness, Inc.
2121 Cabots Point Lane
Reston, Virginia 20191
Attn: Maryam Ovissi

With a copy to:

Odin, Feldman & Pittelman, PC
1775 Wiehle Avenue, Suite 400
Reston, VA 20190
Attn: Ellen Farrell Sharpe, Esq.

From and After Lease Commencement Date:

Beloved Yoga & Wellness, Inc.
11109 Sunset Hills Road, Suite 100
Reston, Virginia 20190
Attn: Maryam Ovissi

With a copy to:

Odin, Feldman & Pittelman, PC
1775 Wiehle Avenue, Suite 400
Reston, VA 20190
Attn: Ellen Farrell Sharpe, Esq.

or to such other person or at such other address designated by written notice sent to Landlord.

1.14 **Landlord Notice Address:**

PRIII Sunset Hills Virginia LLC
c/o Penzance Management, LLC
2400 N Street, NW, Suite 600
Washington, DC 20037
Attn: Property Manager

With a copy to:

Prudential Real Estate Investors
7 Giralta Farms
Madison, New Jersey 07940
Attn: Asset Manager - PR3 00134

With a copy to:

Quarles & Brady LLP
300 North LaSalle, Suite 4000
Chicago, Illinois 60654-3422
Attention: Robert F. Messerly

or to such other person or at such other address designated by written notice sent to Tenant, and during the Term with a copy to the address to which Rent is then being paid under this Lease.

1.15 Rent payment address:

PRIII Sunset Hills Virginia LLC
MSC #373
P.O. Box 830270
Birmingham, AL 35233

1.16 **Building Hours:** 8:00 a.m. to 8:00 p.m. on Monday through Friday (excluding legal public holidays) and 9:00 a.m. to 1:00 p.m. on Saturday (excluding legal public holidays), and such other hours, if any, as Landlord from time to time determines. Tenant shall have access to the Building twenty-four (24) hours per day each day of the year (except in the event of an emergency) as provided under Section 14.1 hereof.

1.17 **Guarantor(s):** None.

1.18 **Permitted Use of the Premises:** A yoga and exercise studio, wellness center, fitness center, and associated general (non-medical and non-governmental) office and ancillary purposes, in all cases compatible with "first class" commercial office buildings similar to the Building and located in the greater Washington, D.C. metropolitan area ("**Comparable Buildings**"), and for no other purpose.

1.19 **Tenant's Proportionate Share:** Fourteen and 89/100 percent (14.89%) (calculated by dividing 6,134, being the deemed rentable area of the Premises, by 41,200, being the deemed rentable area of the Building).

1.20 **Work Letter:** The Work Letter attached hereto as Exhibit B and made a part hereof.

1.21 **Tenant Improvement Work:** All work performed by Landlord in the Premises in accordance with the Work Letter.

ARTICLE II - Premises

2.1 Tenant leases the Premises from Landlord for the term and upon the conditions and covenants set forth in this Lease. Tenant will have the non-exclusive right to use the common and public areas of the Building. Except as may otherwise be expressly provided in this Lease, the lease of the Premises does not include the right to use the roof, mechanical rooms, electrical closets, janitorial closets, telephone rooms, the parking areas serving the Building (the "**Parking Areas**"), or other non-common or non-public areas of the Building.

ARTICLE III - Term

3.1 All of the provisions of this Lease shall be in full force and effect from and after the Effective Date first above written. The Lease Term shall commence on the Lease Commencement Date and shall end on the Termination Date. The Lease Term shall also include any properly exercised renewal or extension of the term of this Lease.

3.2 Promptly after the Lease Commencement Date is ascertained, Landlord and Tenant shall execute a certificate in substantially the form attached as Exhibit D hereto (the "**Lease Commencement Certificate**"); provided, however, the failure of either party to sign such Lease Commencement Certificate shall have no impact whatsoever on the Lease Commencement Date, the commencement of Tenant's obligation to pay Rent, the Termination Date, or the other rights and obligations of the parties hereto.

3.3 Tenant has been afforded an opportunity to inspect the Premises and agrees to accept the Premises in their "AS IS" condition as existing as of the Effective Date hereof, without any agreements, representations, understandings, or obligations on the part of Landlord to perform any alterations, repairs, or improvements therein, or to provide any allowance therefor, subject only to Landlord's obligation to construct or cause the construction of the Tenant Improvement Work in the Premises as provided in the Work Letter. Notwithstanding the foregoing, Landlord shall construct or cause the construction of the Tenant Improvement Work in the Premises with funds from the Tenant Improvement Allowance (as defined in the Work Letter) and in accordance with, and subject to the terms and conditions of, the Work Letter. Tenant's taking possession of the Premises following Substantial Completion of such Tenant Improvement Work shall be conclusive evidence as against Tenant that the Premises are in good, clean and sanitary order, repair and condition satisfactory to Tenant and at such time free from defects, subject only to Landlord's completion of any Punch List items as provided under Section 5 of the Work Letter and the warranty provisions set forth in Subsection 1(d) of the Work Letter. Except as expressly provided to the contrary in this Lease or in the Work Letter, no promise of Landlord to alter, remodel or improve the Premises or the Property and no representation respecting the condition of the Premises or the Property has been made by Landlord to Tenant other than as may be contained in this Lease.

3.4 All of the covenants and conditions of this Lease shall be binding upon the parties hereto as of the Effective Date hereof, except that Rent shall not commence to accrue hereunder until the Lease Commencement Date.

3.5 "**Lease Year**" shall mean a period of twelve (12) consecutive months commencing on the Lease Commencement Date, and each successive twelve (12) month period thereafter; provided, however, that if the Lease Commencement Date is not the first day of a month, then the first Lease Year shall include the partial calendar month in which the Lease Commencement Date occurs plus the first full twelve (12) calendar months thereafter.

3.6 Notwithstanding anything herein to the contrary, so long as this Lease is executed and delivered, along with the requisite Letter of Credit, by Tenant to Landlord no later than July 31, 2017:

- (i) if Landlord determines, within ninety (90) days following the Effective Date hereof, that Landlord will be unable to (or is not reasonably likely to) obtain the Special Use Permit (as hereinafter defined), despite using commercially reasonable, good faith efforts to do so (and Tenant shall fully cooperate with Landlord in connection therewith), all as provided under Section 6.6 hereof, then Landlord shall have the right and option to terminate this Lease at any time thereafter upon thirty (30) days' written notice to Tenant;

(ii) if Landlord has not obtained the Special Use Permit within one hundred fifty (150) days following the Effective Date hereof, subject to delays attributable to force majeure events or Tenant Delay (as hereinafter defined), despite using commercially reasonable, good faith efforts to do so (and Tenant shall fully cooperate with Landlord in connection therewith), all as provided under Section 6.6 hereof, then either Landlord or Tenant shall have the right and option to terminate this Lease at any time thereafter upon thirty (30) days' written notice to the other party hereto (provided, however, in the case of a termination by Tenant, if Landlord thereafter obtains the Special Use Permit prior to the delivery of such termination notice or prior to the expiration of such additional 30-day notice period, as the case may be, then Tenant's termination right or Tenant's termination notice, as the case may be, shall be deemed null and void and this Lease shall remain in full force and effect in accordance with its terms); or

(iii) if the Lease Commencement Date has not occurred by May 1, 2018, then if, and only to the extent that, such delay in the Lease Commencement Date is not attributable to force majeure events or Tenant Delay, Tenant shall have the right and option to terminate this Lease at any time thereafter upon thirty (30) days' written notice to Landlord (provided, however, if Landlord thereafter causes the Lease Commencement Date to occur prior to the delivery of such termination notice or prior to the expiration of such additional 30-day notice period, as the case may be, then Tenant's termination right or Tenant's termination notice, as the case may be, shall be deemed null and void and this Lease shall remain in full force and effect in accordance with its terms).

The foregoing termination rights shall be Tenant's sole and exclusive remedies in connection with any failure or delay in obtaining the Special Use Permit or any delay in the Lease Commencement Date, as the case may be, hereunder. Upon the written request of Tenant from time to time (but not more frequently than monthly), Landlord shall advise Tenant as to the status of the Special Use Permit application and issuance process.

ARTICLE IV - Base Rent

4.1 From and after the Lease Commencement Date, but subject to the Rent Abatement Period as set forth in Section 4.4 hereof, Tenant shall pay the Base Rent in equal monthly installments in advance on the first day of each month during a Lease Year, and otherwise in accordance with the Base Rent schedule set forth in Section 1.7 hereof.

4.2 If the Lease Commencement Date is not the first day of a month, then the Base Rent from the Lease Commencement Date until the first day of the following month shall be prorated on a per diem basis at the rate of one-thirtieth (1/30th) of the monthly installment of the Base Rent payable during the first Lease Year, and Tenant shall pay such prorated installment of the Base Rent on the Lease Commencement Date.

4.3 For purposes of this Lease, the term "**Rent**" shall mean all sums payable by Tenant under this Lease, whether or not stated to be Base Rent, additional rent or otherwise. Rent shall be paid to Landlord in legal tender of the United States, without setoff, deduction or demand, at the Landlord Payment Address, or to such other party or such other address as Landlord may designate in writing. Tenant's covenant to pay Rent shall be independent of any other covenant in this Lease. Landlord's acceptance of rent after it shall have become due and payable shall not excuse a delay upon any subsequent occasion or constitute a waiver of any of Landlord's rights hereunder. If any sum payable by Tenant under this Lease is paid by check which is returned due to insufficient funds, stop payment order, or otherwise, then: (a) such event shall be treated as a failure to pay such sum when due; and (b) in

addition to all other rights and remedies of Landlord hereunder, Landlord shall be entitled (i) to impose, as additional rent, a returned check charge of Fifty Dollars (\$50.00) to cover Landlord's administrative expenses and overhead for processing, and (ii) to require that all future payments be remitted by wire transfer, money order, or cashier's or certified check.

4.4 Notwithstanding the terms of this Article 4, so long as there is then no Event of Default by Tenant hereunder, Tenant shall be entitled to an abatement of Base Rent and Tenant's Proportionate Share of Operating Charges and Real Estate Taxes (if any) for the first twelve (12) months of the Term (collectively, the "**Rent Abatement Period**"). If the Lease Commencement Date is other than the first day of a month, then the first month of Abated Rent (as hereinafter defined) shall be apportioned between such first partial month and the Rent payment due for the twelve (12) month period following the Lease Commencement Date. The total amount of Base Rent and Tenant's Proportionate Share of Operating Charges and Real Estate Taxes (if any) abated during the Rent Abatement Period shall be referred to as the "**Abated Rent**". In the event that there is an Event of Default by Tenant at any time during the Lease Term, at Landlord's option, all Abated Rent shall immediately become due and payable. The payment by Tenant of the Abated Rent in the case of an Event of a Default shall not limit or affect any of Landlord's other rights, whether pursuant to this Lease or at law or in equity. During the Rent Abatement Period, only Base Rent and Tenant's Proportionate Share of Operating Charges and Real Estate Taxes (if any) shall be abated, as described above, and all other costs and charges expressly set forth in this Lease shall remain due and payable as provided herein.

ARTICLE V - Increases in Operating Charges and Real Estate Taxes

5.1 For the purposes of this Article V, the term "**Building**" shall be deemed to include the site upon which the Building is constructed (which site is sometimes referred to herein as the "**Land**"). If the Building is operated as a part of a complex of buildings or in conjunction with other buildings or parcels of land, then Landlord shall prorate the common expenses and costs with respect to each such building or parcel of land in such manner as Landlord shall reasonably determine.

5.2 (a) Subject only to Section 4.4 above, commencing on January 1, 2019, Tenant shall pay as additional rent Tenant's Proportionate Share of the amount by which Operating Charges (as defined in Subsection 5.2(b)) for each calendar year falling entirely or partly within the Lease Term exceed a base amount (the "**Operating Charges Base Amount**") equal to the Operating Charges incurred during the Operating Charges Base Year. Tenant's Proportionate Share with respect to Operating Charges shall be that percentage which is equal to a fraction, the numerator of which is the number of square feet of rentable area in the Premises, and the denominator of which is the number of square feet of rentable area from time to time in the Building (excluding storage, roof and garage space). Notwithstanding anything to the contrary herein, for purposes of calculating the amount due from Tenant under this Article V, the Operating Charges Base Amount shall not include market-wide cost increases due to extraordinary circumstances including, but not limited to, force majeure events or conditions, terrorist acts or acts of war, boycotts, strikes, conservation surcharges, embargoes or other shortages, or amortized costs relating to capital improvements.

(b) "**Operating Charges**" shall mean the sum of all expenses incurred by Landlord in the ownership, operation, maintenance, repair and cleaning of the Building (including the Parking Areas), including, but not limited to, the following: (1) electricity, gas, water, HVAC, sewer and other utility charges of every type and nature; (2) premiums and other charges for insurance and deductibles under such insurance policies; (3) management fees (which management fees in any calendar year shall not exceed four percent (4%) of the gross revenues attributable to the Building for such calendar year) and personnel costs of the Building; (4) costs of service and maintenance contracts relating to the Building as a whole; (5) maintenance, repair and replacement expenses and supplies which are deducted

by Landlord in computing its federal income tax liability; (6) capital expenditures made by Landlord to reduce operating expenses or to comply with legal or insurance requirements applicable to the Building after the date hereof, such capital costs to be amortized over their useful life or such other reasonable period as Landlord shall determine, together with interest at the rate paid by Landlord on any funds borrowed for such expenditures; (7) charges for janitorial, trash removal and cleaning services and supplies furnished to the common areas of the Building; (8) any business, professional and occupational license tax payable by Landlord with respect to the Building (but not any separate such tax for the entity comprising Landlord); (9) costs of snow removal; and (10) any other expense incurred by Landlord in maintaining, repairing, operating or cleaning the Building. Operating Charges shall not include: (i) the costs of providing electricity or janitorial services to the premises of any tenant (as opposed to the costs of providing electricity or janitorial services to the common areas of the Building); (ii) principal or interest payments on any Mortgages (as defined in Section 21.1); (iii) leasing commissions or legal fees with respect to the negotiation of leases; (iv) capital expenditures (including capital improvements, alterations, or replacements) that are classified as capital expenditures under general accepted accounting principles, except as specified in Clause (6) above; (v) the costs of special services and utilities separately paid by particular tenants of the Building; (vi) costs which are reimbursed to Landlord by insurers or by governmental authorities in eminent domain proceedings; (vii) advertising for vacant space in the Building; (viii) the cost of tenant improvements or alterations (including space planning fees); (ix) costs and expenses directly and solely relating to the management, operation, cleaning, repairing and maintenance of the Parking Areas; (x) charges for janitorial, trash removal and cleaning services and supplies furnished to tenant spaces in the Building, including the Premises; (xi) all other legal expenses (including, without limitation, all litigation costs) incurred in connection with any lease disputes with Tenant or other tenants of the Building; (xii) salaries and other compensation paid to employees above the grade of senior property or building manager, except if any such employee above the grade of senior property or building manager is providing services relating the operation, servicing, maintenance, and/or repair of the Building or Land, and in the case of salaries and compensation paid for any employee that is not assigned exclusively to the Building, Operating Charges shall include only the portion of their salaries, wages, and other personnel costs that Landlord allocates on a reasonable basis to the Building; (xiii) Real Estate Taxes; (xiv) costs incurred in connection with the original construction of the Building (including costs of correcting structural defects in or inadequacy of the initial design or construction of the Building); (xv) any bad debt loss or rent loss; (xvi) costs associated with the operation of the business of the entity which constitutes Landlord, as the same are distinguished from the cost of operation of the Building, including entity accounting and legal matters, costs of pursuing or defending any lawsuits (including attorneys' fees and costs of any settlement, judgment and/or payments in lieu thereof), costs of selling, syndicating, financing, mortgaging or hypothecating any of the Landlord's interest in the Building; (xvii) fines, penalties, and interest incurred due to Landlord's failure to timely pay any items of Operating Charges hereunder; (xviii) any amounts payable as ground rental by Landlord; (xix) amounts paid to Landlord or to subsidiaries or affiliates of Landlord for services or products to the extent such amounts materially exceed the costs of such services or product available from unaffiliated third parties on a competitive basis, but only to the extent of such excess; and (xx) any cost or other sum to the extent incurred as a result of the negligence or willful misconduct of Landlord, or any agent or employee of Landlord. In the event of any conflict between the inclusions to, and the exclusions from, Operating Charges as expressly set forth herein, the exclusions from Operating Charges shall govern and control to the extent of such conflict.

(c) If the average occupancy rate for the Building during any calendar year (including the Operating Charges Base Year) is less than ninety-five percent (95%), or if any tenant (including Tenant) is separately paying for (or does not require) electricity, janitorial, or other services furnished to its premises (including the Premises), then Operating Charges for such year shall be deemed to include all additional expenses, as reasonably estimated by Landlord, which would have been incurred

during such year if such average occupancy rate had been ninety-five percent (95%) and if Landlord paid for electricity, janitorial, and other services furnished to such premises.

(d) Tenant shall make estimated monthly payments to Landlord on account of the amount by which Operating Charges that are expected to be incurred during each calendar year (or portion thereof) would exceed the Operating Charges Base Amount. Subject only to Section 4.4 above, commencing on January 1, 2019, and at the beginning of each calendar year thereafter, Landlord may submit a statement setting forth Landlord's reasonable estimate of such excess and Tenant's Proportionate Share thereof (the "**Annual Operating Charges Estimate**"). Tenant shall pay to Landlord on the first day of each month following receipt of such Annual Operating Charges Estimate, until Tenant's receipt of the succeeding Annual Operating Charges Estimate, an amount equal to one-twelfth (1/12) of each such share (estimated on an annual basis without proration pursuant to Section 5.4). From time to time during any calendar year, Landlord may revise Landlord's estimate and adjust Tenant's monthly payments to reflect Landlord's revised estimate. Within approximately one hundred twenty (120) days after the end of each calendar year, or as soon thereafter as is feasible, Landlord shall submit a statement showing (1) Tenant's Proportionate Share of the amount by which Operating Charges incurred during the preceding calendar year exceeded the Operating Charges Base Amount, and (2) the aggregate amount of Tenant's estimated payments made on account of Operating Charges during such year (the "**Annual Operating Charges Statement**"). If such Annual Operating Charges Statement indicates that the aggregate amount of such estimated payments exceeds Tenant's actual liability, then Landlord shall credit the net overpayment toward Tenant's next estimated payment(s) pursuant to this Section. If such Annual Operating Charges Statement indicates that Tenant's actual liability exceeds the aggregate amount of such estimated payments, then Tenant shall pay the amount of such excess as additional rent.

(e) For a period of ninety (90) days after Tenant's receipt of such Annual Operating Charges Statement for each year following the Base Year, Tenant, or an independent, certified public accountant who is hired by Tenant on a noncontingent fee basis and is reasonably acceptable to Landlord, shall have the right, during regular business hours and after giving at least ten (10) days' advance written notice to Landlord, to inspect and complete an audit of Landlord's books and records relating to Operating Charges for the immediately preceding calendar year (provided, however, if Tenant elects to exercise such inspection and audit rights with respect to the 2019 calendar year hereunder, then Tenant shall also be permitted to inspect and audit, concurrently with Tenant's inspection and audit of the 2019 calendar year and otherwise pursuant to, and in accordance with, the terms and provisions hereof, Landlord's books and records relating to Operating Charges for the Base Year). Tenant shall (and shall cause its employees, agents and consultants to) keep the results of any such audit or audited statement strictly confidential. If such audit or audited statement shows that the amounts paid by Tenant to Landlord on account of increases in Operating Charges exceed the amounts to which Landlord is entitled hereunder, Landlord shall credit the amount of such excess toward the next monthly payments of Operating Charges due hereunder (or if such audit or audited statement shows that the amount of Operating Charges for the Base Year is incorrect, Landlord shall cause the Base Year Operating Charges to be adjusted accordingly, as the case may be). All costs and expenses of any such audit or audited statement shall be paid by Tenant. If Landlord disputes such audit or audited statement, Landlord shall so advise Tenant in writing, and in the event that Landlord and Tenant are unable to resolve such dispute, Landlord shall refer the matter to an independent, third-party certified public accounting firm mutually and reasonably acceptable to both Landlord and Tenant (and who does not then represent either Landlord or Tenant), whose certification shall be final and conclusive as between Landlord and Tenant. Tenant shall promptly pay the cost of such certification unless such certification determines that Tenant was overbilled by more than five percent (5%) (or, in the case of a certification relating to the Base Year, if such certification determines that Operating Charges for the Base Year were overstated by more than five percent (5%), as the case may be), in which event Landlord shall pay the cost of such certification (and Landlord shall credit the amount of any overbilling shown by such certification or shall adjust the Base Year Operating

Charges accordingly, as the case may be, as aforesaid). If Tenant does not notify Landlord in writing of any objection to any statement within ninety (90) days after receipt thereof, then Tenant shall be deemed to have waived such objection. Pending resolution of any such exceptions in the foregoing manner, Tenant shall continue paying Tenant's Proportionate Share of Operating Charges and Real Estate Taxes in the amounts determined by Landlord, subject to adjustment after any such exceptions are so resolved.

5.3 (a) Subject only to Section 4.4 above, commencing on January 1, 2019, Tenant shall pay as additional rent Tenant's Proportionate Share of the amount by which Real Estate Taxes (as defined in Subsection 5.3(b)) for each calendar year falling entirely or partly within the Lease Term exceed a base amount (the "**Real Estate Taxes Base Amount**") equal to the Real Estate Taxes incurred during the Real Estate Taxes Base Year, as finally determined. Tenant's Proportionate Share with respect to Real Estate Taxes shall be that percentage which is equal to a fraction, the numerator of which is the number of square feet of rentable area in the Premises, and the denominator of which is the number of square feet of total rentable area from time to time in the Building (excluding storage, roof and garage space).

(b) "**Real Estate Taxes**" shall mean (1) all real estate taxes, vault and/or public space rentals, business district or arena taxes, special user fees, rates, and assessments (including general and special assessments, if any), ordinary and extraordinary, foreseen and unforeseen, which are imposed upon Landlord or assessed against the Building or the Land or Landlord's personal property used in connection therewith, (2) any other present or future taxes or governmental charges that are imposed upon Landlord or assessed against the Building or the Land which are in the nature of or in substitution for real estate taxes, including any tax levied on or measured by the rents payable by tenants of the Building, and (3) expenses (including, without limitation, attorneys' and consultants' fees and court costs) incurred in reviewing, protesting or seeking a reduction of real estate taxes, whether or not such protest or reduction is ultimately successful. Notwithstanding the foregoing, Real Estate Taxes shall not include any (i) inheritance taxes, excise taxes, capital stock taxes, estate taxes, gift taxes, franchise taxes, corporation taxes, federal, state, or local taxes on net income, or any other net income or net profits tax assessed against Landlord from the operation of the Building, or (ii) any interest or penalties incurred due to Landlord's failure to timely pay any such Real Estate Taxes.

(c) If during any calendar year (including the Real Estate Taxes Base Year) the Building is not fully assessed for tax purposes, then Real Estate Taxes for such year shall be deemed to include all additional taxes, as reasonably estimated by Landlord, which would have been incurred during such year if the Building had been fully assessed.

(d) Tenant shall make estimated monthly payments to Landlord on account of the amount by which Real Estate Taxes that are expected to be incurred during each calendar year would exceed the Real Estate Taxes Base Amount. Subject only to Section 4.4 above, commencing on January 1, 2019, and at the beginning of each calendar year thereafter, Landlord may submit a statement setting forth Landlord's reasonable estimate of such amount and Tenant's Proportionate Share thereof. Tenant shall pay to Landlord on the first day of each month following receipt of such statement, until Tenant's receipt of the succeeding annual statement, an amount equal to one-twelfth (1/12) of such share (estimated on an annual basis without proration pursuant to Section 5.4). From time to time during any calendar year, Landlord may revise Landlord's estimate and adjust Tenant's monthly payments to reflect Landlord's revised estimate. Within approximately one hundred twenty (120) days after the end of each calendar year, or as soon thereafter as is feasible, Landlord shall submit a statement showing (1) Tenant's Proportionate Share of the amount by which Real Estate Taxes incurred during the preceding calendar year exceeded the Real Estate Taxes Base Amount, and (2) the aggregate amount of Tenant's estimated payments made during such year. If such statement indicates that the aggregate amount of such estimated

payments exceeds Tenant's actual liability, then Landlord shall credit the net overpayment toward Tenant's next estimated payment(s) pursuant to this Section. If such statement indicates that Tenant's actual liability exceeds the aggregate amount of such estimated payments, then Tenant shall pay the amount of such excess as additional rent.

5.4 If the Lease Term commences or expires on a day other than the first day or the last day of a calendar year, respectively, then Tenant's liabilities pursuant to this Article V for such calendar year shall be apportioned by multiplying the respective amount of Tenant's Proportionate Share thereof for the full calendar year by a fraction, the numerator of which is the number of days during such calendar year falling within the Lease Term, and the denominator of which is three hundred sixty-five (365).

ARTICLE VI - Use of Premises

6.1 Tenant shall use and occupy the Premises solely for the Permitted Use of the Premises, and for no other use or purpose. Tenant shall not use or occupy the Premises for any unlawful purpose, or in any manner that will (a) violate the certificate of occupancy for the Premises or the Building, (b) constitute waste, nuisance or unreasonable annoyance to Landlord or any other tenant or user of the Building, (c) cause structural injury to the Premises or the Building, (d) invalidate any insurance policy affecting the Premises or the Building, (e) increase the amount of premiums for any insurance policy affecting the Premises or the Building; (f) or may be dangerous to persons or property, (g) injure the reputation of the Building or of Landlord, or (h) in any manner that will increase the number of parking spaces required for the Building or its full occupancy as required by law. Tenant shall comply with all present and future laws (including, without limitation, the Americans with Disabilities Act (the "ADA") and the regulations promulgated thereunder, as the same may be amended from time to time), ordinances (including without limitation, zoning ordinances and land use requirements), regulations, orders and recommendations (including, without limitation, those made by any public or private agency having authority over insurance rates) (collectively, "Laws") concerning the use, occupancy and condition of the Premises and all machinery, equipment, furnishings, fixtures and improvements therein, all of which shall be complied with in a timely manner at Tenant's sole expense; provided, however, that Tenant shall not be responsible for any such ADA compliance in the common areas of the Building except to the extent that such compliance is triggered as a result of (A) Tenant's particular manner of use of the Premises, or (B) the initial Tenant Improvement Work or any subsequent Alterations performed by or at the direction of Tenant, or anyone claiming by, through, or under Tenant. If any such Law requires an occupancy or use permit or license for the Premises or the operation of the business conducted therein, then Tenant shall obtain and keep current such permit or license at Tenant's expense and shall promptly deliver a copy thereof to Landlord. Use of the Premises is subject to all covenants, conditions and restrictions of record. Tenant shall not use any space in the Building for the sale of goods to the general public at large or for the sale at auction of goods or property of any kind (except that Tenant may engage in the incidental sale to Tenant's clients and customers of yoga and wellness equipment, supplies, and materials to the extent the same are ancillary to the Permitted Use of the Premises). Tenant shall not conduct any operations, sales, promotions, advertising, or special events outside the Premises. Throughout the Lease Term, Tenant shall (i) use the Premises in a first-class and reputable manner for the Permitted Use of the Premises, and (ii) abide by and observe the rules and regulations specified in Section 16.1.

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

6.3 (a) Tenant shall not cause or permit any Hazardous Materials to be generated, used, released, stored or disposed of in or about the Building, provided that Tenant may use and store reasonable quantities of standard office and cleaning materials as may be reasonably necessary for Tenant to conduct the Permitted Use in the Premises provided the same are handled, stored and disposed of in accordance with all Laws. At the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord free of Hazardous Materials and in compliance with all Environmental Laws (excepting only such Hazardous Materials and non-compliance as may have existed in the Premises as of the Lease Commencement Date). "**Hazardous Materials**" means (a) asbestos and any asbestos containing material and any substance that is then defined or listed in, or otherwise classified pursuant to, any Environmental Law or any other applicable Law as a "hazardous substance," "hazardous material," "hazardous waste," "infectious waste," "toxic substance," "toxic pollutant" or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, or Toxicity Characteristic Leaching Procedure (TCLP) toxicity, (b) any petroleum and drilling fluids, produced waters, and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal resources, and (c) any petroleum product, polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive material (including any source, special nuclear, or by-product material), medical waste, chlorofluorocarbon, lead or lead-based product, and any other substance whose presence could be detrimental to the Building or the Land or hazardous to health or the environment. "**Environmental Law**" means any present and future Law and any amendments (whether common law, statute, rule, order, regulation or otherwise), permits and other requirements or guidelines of governmental authorities applicable to the Building or the Land and relating to the environment and environmental conditions or to any Hazardous Material (including, without limitation, CERCLA, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq., the Clean Air Act, 33 U.S.C. §7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §2601 et seq., the Safe Drinking Water Act, 42 U.S.C. §300f et seq., the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. §1101 et seq., the Occupational Safety and Health Act, 29 U.S.C. §651 et seq., and any so-called "Super Fund" or "Super Lien" law, any Law requiring the filing of reports and notices relating to hazardous substances, environmental laws administered by the Environmental Protection Agency, and any similar state and local Laws, all amendments thereto and all regulations, orders, decisions, and decrees now or hereafter promulgated thereunder concerning the environment, industrial hygiene or public health or safety).

(b) Notwithstanding any termination of this Lease, Tenant shall indemnify and hold Landlord and the Landlord Parties (as hereinafter defined) harmless from and against any damage, injury, loss, liability, charge, demand or claim based on or arising out of (i) the presence or removal of, or failure to remove, Hazardous Materials generated, used, released, stored or disposed of by Tenant or any Tenant Invitee in or about the Building, whether before or after Lease Commencement Date, or (ii) any non-compliance with Environmental Laws to the extent the same is a result of the use or occupancy of the Premises by, or any action or inaction of, Tenant or any Tenant Invitee. In addition, Tenant shall give Landlord immediate written notice of any Environmental Default, which Environmental Default Tenant shall cure in accordance with all Environmental Laws and to the satisfaction of Landlord and only after Tenant has obtained Landlord's prior written consent, which shall not be unreasonably withheld. An "**Environmental Default**" means any of the following to the extent caused by Tenant or any Tenant Invitee on or from the Premises, the Land, or the Building: (a) a violation of an Environmental Law; (b) a release, spill or discharge of a Hazardous Material on or from the Premises, the Land or the Building; (c) an environmental condition requiring responsive action; or (d) an emergency environmental condition. Upon any Environmental Default, in addition to all other rights available to Landlord under this Lease, at law or in equity, Landlord shall have the right but not the obligation to enter the Premises as provided under this Lease, to supervise and approve any actions taken by Tenant to address the Environmental

Default, and, if Tenant fails to immediately address same to Landlord's reasonable satisfaction, to perform, at Tenant's sole cost and expense, any lawful action necessary to address same. If any lender or governmental agency shall require testing to ascertain whether an Environmental Default is pending or threatened, then Tenant shall pay the reasonable costs therefor as additional rent. Promptly upon request, Tenant shall execute from time to time such affidavits, representations and similar documents concerning Tenant's best knowledge and belief regarding the presence of Hazardous Materials at or in the Building, the Land or the Premises as Landlord may reasonably request (and in form reasonably acceptable to Tenant). Without limitation of Tenant's indemnification obligations as hereinabove set forth in this Subsection 6.3(b), Landlord shall indemnify and hold Tenant, and its employees and agents, harmless from and against any damage, injury, loss, liability, charge, demand or claim based on or arising out of the presence or removal of, or failure to remove, Hazardous Materials generated, used, released, stored or disposed of by Landlord or any of the Landlord Parties in or about the Building, whether before or after Lease Commencement Date. In addition, Tenant shall have no liability for any Hazardous Materials to the extent existing in the Premises of the Building as of the Lease Commencement Date, except to the extent that any such Hazardous Materials were caused by Tenant or any Tenant Invitee.

6.4 Landlord at its expense (subject to reimbursement pursuant to Article V to the extent permitted thereby) shall take steps necessary to comply with Title III of the ADA to the extent same applies directly to the common areas of the Building as a whole; provided, however, that to the extent any non-compliance is a result of the use or occupancy of the Premises, or if any improvements made by Landlord to comply with the ADA benefit solely the Premises, then such compliance shall be at Tenant's cost. Tenant at its sole cost and expense shall be solely responsible for taking any and all measures which are required to comply with the ADA concerning the Premises (including means of ingress and egress thereto) and the business conducted therein. Any Alterations made or constructed by Tenant for the purpose of complying with the ADA or which otherwise require compliance with the ADA shall be done in accordance with this Lease; provided, that Landlord's consent to such Alterations shall not constitute either Landlord's assumption, in whole or in part, of Tenant's responsibility for compliance with the ADA, or representation or confirmation by Landlord that such Alterations comply with the provisions of the ADA. Tenant shall be solely responsible for ensuring that the Plans for the Tenant Improvement Work comply with all applicable ADA requirements, and Landlord shall construct the Tenant Improvement Work in accordance with such Plans, all as provided in the Work Letter.

6.5 In addition to the base Building fire protection systems and equipment, Tenant, at its expense, shall install and maintain within the Premises fire extinguishers and other fire protection devices as may be required from time to time by any agency having jurisdiction thereof and/or the underwriters insuring the Building (and, in connection therewith, Tenant shall be permitted to connect to the Building's general fire sprinkler and life safety systems). If any bureau, department or official of the federal, state, or local government requires or recommends the installation of any changes, modifications or alterations in the sprinkler system or additional sprinkler heads or other equipment (hereinafter collectively "**sprinkler changes**") serving the Premises for any reason, or if any such sprinkler changes become necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the fire insurance rates set by any fire insurance company, Landlord, at Tenant's expense, shall make such changes as required.

6.6 If and to the extent that Tenant's use of the Premises for the Permitted Use hereunder requires a special use or occupancy permit, variance, or other zoning or code modification from Fairfax County, Virginia or any other governmental body (a "**Special Use Permit**"), Landlord shall be responsible for seeking and obtaining the same, all at Tenant's sole cost and expense. Landlord shall use commercially reasonable, good faith efforts to promptly apply for, and to diligently pursue the issuance of, such Special Use Permit, and Tenant agrees to fully cooperate with Landlord (at no cost or expense to

Landlord) in connection with Landlord's efforts to apply for and obtain such Special Use Permit. Any failure to obtain such Special Use Permit shall be subject to the provisions of Section 3.6 hereof.

ARTICLE VII - Assignment and Subletting

7.1 Tenant shall not assign, transfer or otherwise encumber (collectively, "**assign**") this Lease or all or any of Tenant's rights hereunder or interest herein, or sublet or permit anyone to use or occupy (collectively, "**sublet**") the Premises or any part thereof, without obtaining the prior written consent of Landlord, which consent may be withheld or granted in Landlord's sole and absolute discretion (except as expressly provided to the contrary in this Section 7.1). Notwithstanding the foregoing, provided that there is then no Event of Default by Tenant hereunder, and subject to Landlord's rights pursuant to Sections 7.4 and 7.5 hereinbelow, Landlord shall not unreasonably withhold, condition, or delay its consent to any proposed assignment of this Lease or subletting of the entire Premises provided that (i) the use of the Premises pursuant to such assignment or sublease is in compliance with Article VI hereof or is otherwise for general office use in accordance with said Article VI; (ii) the proposed assignee or subtenant is of a character or reputation or is engaged in a business that is consistent and compatible with the Building and its tenants; (iii) the financial condition of the assignee under any such assignment or, unless Tenant will remain in existence thereafter as a viable ongoing concern, the sublessee under any such sublease, is better than or equivalent to the financial condition of Tenant as of the Effective Date hereof; (iv) the initial Tenant remains fully liable as a primary obligor for the payment of all rent and other charges hereunder and for the performance of all its other obligations hereunder; (v) the proposed assignment or sublease would not cause Landlord to be in violation of any Laws or any other lease, mortgage, or agreement to which Landlord is a party, would give a tenant of the Building a right to cancel its lease, or would create adverse tax consequences for Landlord; (vi) there is then an Event of Default by Tenant under this Lease; or (vii) the proposed assignment or sublease would result in a violation of, or non-compliance with, any of the terms or provisions of this Lease, including, without limitation, Article XXV, Article XXVI, or Article XXVII hereof. No assignment or right of occupancy hereunder may be effectuated by operation of law or otherwise without the prior written consent of Landlord. Any attempted assignment, transfer or other encumbrance of this Lease or all or any of Tenant's rights hereunder or interest herein, and any sublet or permission to use or occupy the Premises or any part thereof not in accordance with this Article VII shall be void and of no force or effect. Any assignment or subletting, Landlord's consent thereto, or Landlord's collection or acceptance of rent from any assignee or subtenant shall not be construed either as waiving or releasing Tenant from any of its liabilities or obligations under this Lease as a principal and not as a guarantor or surety, or as relieving Tenant or any assignee or subtenant from the obligation of obtaining Landlord's prior written consent to any subsequent assignment or subletting. As security for this Lease, Tenant hereby assigns to Landlord the rent due from any assignee or subtenant of Tenant. For any period during which there is an Event of Default by Tenant hereunder, Tenant hereby authorizes each such assignee or subtenant to pay said rent directly to Landlord upon receipt of notice from Landlord specifying same. Landlord's collection of such rent shall not be construed as an acceptance of such assignee or subtenant as a tenant. Tenant shall not mortgage, pledge, hypothecate or encumber (collectively "**mortgage**") this Lease without Landlord's prior written consent, which consent may be granted or withheld in Landlord's sole and absolute discretion. Tenant shall reimburse Landlord for all actual, out-of-pocket costs and expenses (including attorneys' fees and accounting costs) incurred by Landlord in connection with Tenant's request for Landlord to give its consent to any assignment, subletting, or mortgage, not to exceed the sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) per request in the case of routine requests not requiring extended administrative review or attorney negotiation and utilizing Landlord's then-standard form of consent document. Tenant shall notify Landlord prior to engaging a real estate broker in connection with any proposed assignment or sublease. Any sublease, assignment or mortgage shall, at Landlord's option, be effected on forms reasonably approved by Landlord. Tenant shall deliver

to Landlord a fully-executed copy of each agreement evidencing a sublease, assignment or mortgage within ten (10) days after Tenant's execution thereof.

7.2 If Tenant is a partnership, then any event (whether voluntary, concurrent or related) resulting in a dissolution of Tenant, any withdrawal or change (whether voluntary, involuntary or by operation of law) of partners owning a controlling interest in Tenant (including each general partner), or any structural or other change having the effect of limiting the liability of the partners shall be deemed a voluntary assignment of this Lease subject to the provisions of this Article VII. If Tenant is a corporation (or a partnership with a corporate general partner), then any event (whether voluntary, concurrent or related) resulting in a dissolution, merger, or consolidation of Tenant (or such corporate general partner), or the sale or transfer or relinquishment of the interest of shareholders who, as of the date of this Lease, own a controlling interest of the capital stock of Tenant (or such corporate general partner), shall be deemed a voluntary assignment of this Lease subject to the provisions of this Article VII; provided, however, that the foregoing portion of this sentence shall not apply to corporations whose stock is traded through a national or regional exchange or over-the-counter market. If Tenant is a limited liability company, then any dissolution of Tenant or a withdrawal or change, whether voluntary, involuntary or by operation of law, of members owning a controlling interest in Tenant shall be deemed a voluntary assignment of this Lease. In addition, a transfer of all or substantially all of the assets of Tenant, either by merger, consolidation, or otherwise shall be deemed to be an assignment under this Article VII.

7.3 If at any time during the Lease Term Tenant desires to assign, sublet or mortgage all or part of this Lease or the Premises, other than in the case of a Permitted Transfer to a Permitted Transferee as hereinafter provided, then in connection with Tenant's request to Landlord for Landlord's consent thereto, Tenant shall give notice to Landlord in writing ("Tenant's Request Notice") containing: (a) the identity of the proposed assignee, subtenant or other party and a description of its business; (b) the terms of the proposed assignment, subletting or other transaction; (c) the commencement date of the proposed assignment, subletting or other transaction (the "**Proposed Sublease Commencement Date**"); (d) the area proposed to be assigned, sublet or otherwise encumbered (the "**Proposed Sublet Space**"); (e) the most recent financial statement or other evidence of financial responsibility of such proposed assignee, subtenant or other party; and (f) a certification executed by Tenant stating whether or not any premium or other consideration is being paid for the assignment, sublease or other transaction. Landlord shall respond to Tenant's Request Notice in writing within thirty (30) days of Landlord's receipt thereof (and Landlord's failure to so respond to Tenant's Request Notice within ten (10) days following Landlord's receipt of a second written request therefor (which second written request shall state in BOLDFACED CAPITAL LETTERS that "**LANDLORD'S FAILURE TO RESPOND TO THIS SECOND TENANT'S REQUEST NOTICE WITHIN TEN (10) DAYS FOLLOWING LANDLORD'S RECEIPT HEREOF SHALL BE DEEMED LANDLORD'S APPROVAL TO THE SPECIFIC ASSIGNMENT OR SUBLEASE DETAILED, AND UPON THE TERMS AND CONDITIONS SET FORTH, HEREIN**" shall be deemed Landlord's approval of the specific assignment or sublease detailed, and upon the terms and conditions set forth, therein).

7.4 Except in the case of a Permitted Transfer to a Permitted Transferee as hereinafter provided, Landlord shall have the right in its sole and absolute discretion to terminate this Lease with respect to the Proposed Sublet Space by sending Tenant written notice of such termination within thirty (30) days after Landlord's receipt of Tenant's Request Notice. If the Proposed Sublet Space does not constitute the entire Premises and Landlord exercises its option to terminate this Lease with respect to the Proposed Sublet Space, then (a) Tenant shall tender the Proposed Sublet Space to Landlord on the Proposed Sublease Commencement Date and such space shall thereafter be deleted from the Premises, and (b) as to that portion of the Premises which is not part of the Proposed Sublet Space, this Lease shall remain in full force and effect except that Base Rent and additional rent shall be reduced pro rata. The

cost of any construction required to permit the operation of the Proposed Sublet Space separate from the balance of the Premises shall be paid by Tenant to Landlord as additional rent hereunder. If the Proposed Sublet Space constitutes the entire Premises and Landlord elects to terminate this Lease, then Tenant shall tender the Proposed Sublet Space to Landlord, and this Lease shall terminate, on the Proposed Sublease Commencement Date.

7.5 Except in the case of a Permitted Transfer to a Permitted Transferee as hereinafter provided, 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 rental and other charges due under this Lease, 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-leasehold improvements, or any other form (except that such excess shall not include any amounts paid for Tenant's personal property, inventory, good will, trade fixtures or other non-leasehold related assets of Tenant) (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 within thirty (30) days after any receipt thereof by Tenant from time to time, after first deducting therefrom all actual and reasonable costs incurred by Tenant for such sublet or assignment, including legal fees, brokerage commissions, tenant improvement allowances or work, abatement periods, and other market-based lease concessions. 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 reasonably inspect and audit Tenant's books and records relating to any sublease or assignment.

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

7.7 Neither an assignment or sublet to any party (including but not limited to any affiliates or subsidiaries), nor Landlord's consent to any other transaction, nor Landlord's election to accept any assignee, sublessee or transferee as Tenant hereunder shall release the original Tenant from any covenant or obligation under this Lease. Landlord's consent to any assignment, subletting or mortgage shall not constitute a waiver of Landlord's right to consent to any future assignment, subletting, mortgage or other transaction. In addition, except as otherwise expressly provided to the contrary herein in the case of a Permitted Transferee pursuant to a Permitted Transfer, no assignee or subtenant shall succeed to any rights provided in this Lease or any amendment hereto to extend the Term of this Lease, terminate the Lease (or any portion thereof) early, expand the Premises, or lease additional space, any such rights being deemed personal to the original Tenant.

7.8 Notwithstanding anything in this Article VII to the contrary, Tenant may, without the prior consent of Landlord, assign this Lease or sublet all or any portion of the Premises to any Permitted Transferee (as hereinafter defined) of Tenant, provided that (1) Tenant continues to be fully liable

hereunder, (2) there is then no Event of Default by Tenant under this Lease at the time of giving notice thereof or on the effective date of such sublease or assignment, (3) Tenant delivers to Landlord copies of such assignment or sublease and information establishing that the proposed assignee or sublessee is (and qualifies as) a Permitted Transferee, (4) Tenant notifies Landlord in writing thereof not less than ten (10) business days in advance of the effective date of the proposed assignment or sublease and otherwise complies with the terms and provisions hereof, (5) in the case of an assignment, such entity expressly assumes the obligations of Tenant hereunder by written assignment, (6) in the case of a sublease, such entity agrees to subordinate such sublease, and otherwise observe and be bound by the terms and provisions of this Lease, by written agreement, and (7) except in the case of Clause (i) below, such Permitted Transferee has the financial ability to perform the obligations of Tenant in and under this Lease for the then-remaining Lease Term hereof, as reasonably determined by Landlord (each, a "**Permitted Transfer**"). For purposes of the foregoing, "**Permitted Transferee**" shall mean: (i) any subsidiary, parent, or affiliate company of Tenant; (ii) any entity which directly or indirectly controls, is controlled by, or is under common control with Tenant; or (iii) any entity which acquires or succeeds to all or substantially all of the assets or business of Tenant (including, without limitation, all rights and obligations of Tenant under this Lease). For purposes hereof, the term "**control**" (including the terms "controlling", "controlled by", and "under common control with") shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

7.9 Notwithstanding anything in this Article VII to the contrary, and without limitation of the terms and provisions of Section 7.8 above, Tenant shall have the right, upon ten (10) days' prior written notice to Landlord from time to time, and without being required to obtain Landlord's consent, to permit portions of the Premises in a size not to exceed 1,000 rentable square feet in the aggregate (the "**Space Sharing Cap**") to be used under a "space sharing" arrangement by persons or entities which are Permitted Transferees or other persons (including clients, client collaborators, consultants, licensees, and project participants) with a substantial business relationship with Tenant (any such person or entity, a "**User**"), which User shall only use space in the Premises for the purposes permitted by this Lease, and subject to and in compliance with the terms of this Lease and the following terms and conditions:

(a) any User must acknowledge that it has no possessory rights in or to the Premises or any rights under this Lease and no privity exists between such User and Landlord. Nothing contained in this Lease (including the provisions of this Section 7.9) or otherwise (including the provision of any services to the Premises) shall be deemed to (i) create any landlord-tenant or other relationship between Landlord and any User, or (ii) create any additional liability or material obligation on the part of Landlord to any User;

(b) the portion of the Premises used by such User shall not have a separate entrance to the public areas, and no demising wall or similar partitions shall separate the space occupied by such Users from the space occupied by Tenant;

(c) the right of any User to occupy a portion of the Premises shall not be deemed to be an assignment of, or sublease under, this Lease, and any use of any portion of the Premises by a User shall automatically terminate upon expiration or earlier termination of this Lease;

(d) for purposes of this Lease, the actions of a User shall be deemed to be the action of Tenant or its employees, any act or omission of or default by a User shall be deemed to be and shall constitute the act or omission or default of Tenant under this Lease, and the waiver, insurance, and indemnity provisions hereof shall apply to each User and its acts or omissions;

(e) if a User holds over in the Premises after the end of the Term, Tenant shall be subject to the holdover provisions of this Lease;

(f) any User must maintain such insurance policies and coverage amounts as are required for Tenant under this Lease and Landlord shall be named as an additional insured on such policies as and to the extent required under this Lease;

(g) Tenant shall indemnify Landlord and hold Landlord harmless from and against all claims, liability damages and costs (including reasonable attorneys' fees) arising out of the presence of any User in the Premises except to the extent resulting from Landlord's negligence or willful misconduct; and

(h) no act or omission by a User, or any injunctive or other governmental action against Tenant which is based on the presence of, or the acts, omissions or defaults of, any User, including, without limitation, an action to shut down Tenant's business being undertaken in the Premises as the result of the presence of any User shall abrogate, limit, modify, or otherwise affect Tenant's obligations under this Lease, including, without limitation, the obligation to pay Rent.

ARTICLE VIII - Maintenance and Repairs

8.1 Tenant, at Tenant's sole cost and expense, shall promptly make all repairs, perform all maintenance, and make all non-capital replacements in and to the Premises, including all fixtures, furnishings and equipment located in, or exclusively serving, the Premises, as well as the Tenant HVAC System (as hereinafter defined), that are necessary or desirable to keep the Premises in first class condition and repair, in a clean, safe and tenantable condition, and otherwise in accordance with all Laws and the requirements of this Lease. In connection therewith, and without limitation, Tenant shall restore, replace or repair all damaged or broken glass (excluding structural glass), carpet, wall-covering, doors, fixtures, equipment, improvements and appurtenances therein (including but not limited to the Tenant Improvement Work). Tenant shall give Landlord prompt written notice of any defects or damage to the structure of, or equipment or fixtures in, the Building or any part thereof. Tenant shall suffer no waste or injury to any part of the Premises, and shall, at the expiration or earlier termination of the Lease Term, surrender the Premises in an order and condition equal to their order and condition on the Lease Commencement Date, except for ordinary wear and tear and as otherwise provided in Article XVII. Except as otherwise provided in Article XVII, all injury, breakage and damage to the Premises and to any other part of the Building or the Land caused by any act or omission of Tenant or any invitee, agent, employee, subtenant, assignee, contractor, client, family member, affiliate, officer, member, principal, licensee, customer, guest, or invitee of Tenant (collectively, "**Tenant Invitees**"), shall be repaired by and at Tenant's expense, except that Landlord shall have the right at Landlord's option to make any such repair and to charge Tenant for all costs and expenses incurred in connection therewith. Landlord shall provide and install replacement tubes for Building standard fluorescent light fixtures (subject to reimbursement pursuant to Article V); all other bulbs and tubes for the Premises shall be provided and installed at Tenant's expense. All such repairs, maintenance or replacement shall be performed by such contractors as Landlord shall first reasonably approve in writing, and in a first class and workmanlike manner reasonably approved by Landlord in advance in writing. If Tenant does not fulfill its obligations under this Section 8.1, Landlord may, but need not, make such repairs and replacements, and Tenant shall pay Landlord the cost thereof, plus an additional five percent (5.0%) to cover Landlord's overhead and related expenses, immediately upon written demand therefor (which demand shall include reasonable supporting documentation). Landlord may enter the Premises at all reasonable times, and in accordance with the applicable terms and provisions of this Lease, to make such repairs and replacements and any other repairs, alterations, improvements and additions to the Premises or to the Building or to any equipment or system located in the Building. Landlord agrees to use commercially reasonable efforts to minimize any interference with Tenant's business operations in the Premises in connection with any such entry into the Premises by Landlord hereunder.

8.2 Except as otherwise provided in this Lease, Landlord shall (subject to reimbursement pursuant to Article V) keep the exterior and demising walls, load bearing elements, foundations, roof and common areas that form a part of the Building, and the building standard mechanical, electrical, common area HVAC and plumbing systems (but excluding the Tenant HVAC System (as hereinafter defined) and plumbing systems and equipment exclusively serving the Premises), pipes and conduits that are provided by Landlord in the operation of the Building (collectively, the "**Building Structure and Systems**"), and the associated common area landscaping, Parking Areas, sidewalks, and driveways, clean and in good operating condition (including keeping the Parking Areas, sidewalks, and driveways reasonably free of snow and ice), and, promptly after becoming aware of any item needing repair, will make repairs thereto. Notwithstanding any of the foregoing to the contrary: (a) maintenance and repair of special tenant areas, facilities, finishes and equipment (including, but not limited to, any special fire protection equipment, telecommunications and computer equipment, kitchen/galley equipment, air-conditioning equipment serving the Premises only and all other furniture, furnishings and equipment of Tenant and all Alterations) shall be the sole responsibility of Tenant and shall be deemed not to be a part of the Building Structure and Systems; and (b) Tenant shall be responsible for reimbursing Landlord for the cost of any repairs brought about by any act or neglect of Tenant or any Tenant Invitee. Landlord shall cause the Building Structure and Systems serving the Premises to be in good working order as of the Lease Commencement Date.

ARTICLE IX - Alterations

9.1 Except as otherwise expressly set forth in this Lease or the Work Letter, Tenant shall accept the Premises in their "as is" condition as of the Lease Commencement Date. The initial Tenant Improvement Work to the Premises shall be made by Landlord in accordance with the Work Letter. Except for the initial Tenant Improvement Work, Landlord is under no obligation to make any structural or other alterations, decorations, additions, improvements or other changes (collectively, "**Alterations**") in or to the Premises or the Building except as otherwise expressly provided in this Lease.

9.2 Tenant shall not make or permit anyone to make any Alterations in or to the Premises or the Building, without the prior written consent of Landlord, which consent may be withheld or granted in Landlord's sole and absolute discretion with respect to any Alterations that material and adversely affect Building Structure and Systems, but which consent shall not be unreasonably withheld, conditioned, or delayed otherwise; provided, however, that Tenant may, without Landlord's consent but upon prior written notice to Landlord, perform Alterations that (i) are purely decorative or cosmetic in nature (i.e., painting, carpeting, wallcoverings, etc.), (ii) could not affect the Building Structure and Systems, (iii) could not affect, or require entry into, other tenants' premises, (iv) could not affect the exterior appearance of the Building, and (v) are not visible from the exterior of the Premises (the foregoing, "**Permitted Alterations**"). Any Alterations made by Tenant shall be made: (a) in a good, workmanlike, first-class and prompt manner; (b) using new materials only; (c) by a contractor, on days, at times and under the supervision of an architect reasonably approved in writing by Landlord; (d) in accordance with plans and specifications prepared by an engineer or architect reasonably acceptable to Landlord, which plans and specifications shall be reasonably approved in writing by Landlord, and subject to Tenant's obligation to reimburse Landlord for any and all actual, out-of-pocket costs payable to third parties incurred in connection with such review and approval; (e) in accordance with all Laws and the requirements of any insurance company insuring the Building or any portion thereof; (f) after having obtained any required consent of the holder of any Mortgage; (g) after obtaining public liability and worker's compensation insurance policies approved in writing by Landlord, which policies shall cover every person who will perform any work with respect to such Alteration; and (h) with the obligation that Tenant will obtain and deliver to Landlord written, unconditional waivers of mechanics' and materialmen's liens against the Premises and the Building from all contractors, subcontractors, laborers and material suppliers for all work, labor and services performed and materials furnished in connection

with Alterations upon the completion thereof. If any lien (or a petition to establish such lien) is filed in connection with any Alteration, such lien (or petition) shall be discharged by Tenant within thirty (30) days thereafter, at Tenant's sole cost and expense, by the payment thereof or by the filing of a bond acceptable to Landlord. If Landlord gives its consent to the making of any Alteration, such consent shall not be deemed to be an agreement or consent by Landlord to subject its interest in the Premises or the Building to any liens which may be filed in connection therewith. All Alterations (including, without limitation, those involving structural, electrical, mechanical or plumbing work, fire and life safety systems, the roof of the Building, the heating, ventilation and air conditioning system of the Premises or the Building, and the roof of the Building) shall, at Landlord's election, be performed by Landlord's designated contractor or subcontractor at Tenant's expense. If Landlord elects not to so perform such work, then Landlord shall be paid a reasonable construction supervision fee (not to exceed three percent (3%) of the cost of such work). Promptly after the completion of an Alteration, Tenant at its expense shall deliver to Landlord in electronic format (or such other customary format as Landlord may reasonably require) accurate "as-built" drawings showing such Alteration in place. Landlord's consent to any Alterations (including, without limitation, Landlord's approval of Tenant's plans, specifications or working drawings therefor), shall impose no responsibility or liability on Landlord, nor shall it constitute a representation, warranty or guarantee by Landlord, with respect to the completeness, or design sufficiency thereof or the compliance thereof with all applicable Laws.

9.3 If any Alterations are made without the prior written consent of Landlord, Landlord shall have the right at Tenant's expense to remove and correct such Alterations and restore the Premises and the Building to their condition immediately prior thereto, or to require Tenant to do the same. All Alterations to the Premises or the Building (including the initial Tenant Improvement Work) made by either party shall immediately become the property of Landlord and shall remain upon and be surrendered with the Premises as a part thereof at the expiration or earlier termination of the Lease Term; provided, however, that (a) Tenant shall have the right at any time to remove, prior to the expiration or earlier termination of the Lease Term, all movable furniture, furnishings and equipment installed in the Premises solely at the expense of Tenant, (b) the initial Tenant Improvement Work shall remain in place and shall be surrendered with the Premises, and (c) Tenant shall remove all Alterations and other items in the Premises or the Building (including, without limitation, any wiring, cabling and conduit located in the Premises or in risers outside the Premises) which Landlord designates in writing for removal; provided, however, that Tenant shall not be required to remove any Alteration if, at the time Tenant requests Landlord's approval of the installation of such Alteration, Tenant specifically requests in writing that such Alteration be permitted to remain in the Premises at the expiration or termination of the Term and Landlord so approves such request in writing. Movable furniture, furnishings and trade fixtures shall be deemed to exclude, without limitation, any item the removal of which might cause damage to the Premises or the Building or which would normally be removed from the Premises with the assistance of any tool or machinery other than a dolly. Landlord shall have the right at Tenant's expense to repair all damage and injury to the Premises or the Building caused by such removal or to require Tenant to do the same. If such furniture, furnishings and equipment are not removed by Tenant prior to the expiration or earlier termination of the Lease Term, the same shall at Landlord's option become the property of Landlord and shall be surrendered with the Premises as a part thereof; provided, however, that Landlord shall have the right at Tenant's expense to remove from the Premises such furniture, furnishings and equipment and any Alteration which Landlord designates in writing for removal or to require Tenant to do the same. If Tenant fails to return the Premises to Landlord as required by this Section, then Tenant shall pay to Landlord, as additional rent, all actual, out-of-pocket costs incurred by Landlord in effecting such return.

9.4 To the maximum extent permitted by applicable Law, and except to the extent caused by Landlord's negligence or willful misconduct, Tenant shall indemnify, defend and hold Landlord and its owners, and their respective officers, shareholders, directors, partners, agents, and employees

(collectively, the "**Landlord Parties**"), harmless from and against any and all claims, causes of action, liabilities, losses, costs, damages, liens and expenses related to any Alterations not performed by Landlord, whether performed by or under the direction of Tenant, and whether performed in compliance with this Article IX or any other conditions imposed by Landlord.

ARTICLE X - Signs

10.1 Landlord will list Tenant's name in the Building directory, if any, and provide Building standard signage on one suite entry door. Except as expressly otherwise provided under this Article X, no other sign, advertisement, or notice referring to Tenant shall be inscribed, painted, affixed, or otherwise displayed on any part of the exterior or interior of the Building (including, without limitation, windows and doors) without the prior written consent of Landlord (which consent may be granted or withheld by Landlord in its sole and absolute discretion, but which consent shall not be unreasonably withheld, conditioned, or delayed with respect to interior signage located wholly within the Premises and not visible from the exterior of the Premises). Landlord reserves the right to prescribe the location and style of the suite identification sign (including ground mounted sign with panels, if any), logo, and/or lettering for the Premises occupied by Tenant, and any Building standard sign supplied by Landlord. If any such item that has not been approved by Landlord is so displayed, then Landlord shall have the right to remove such item at Tenant's expense or to require Tenant to do the same. Landlord reserves the right to install and display signs, advertisements, and notices on any part of the exterior or interior of the Building (excluding, however, the interior of the Premises).

10.2 Without limitation of the foregoing, but subject to the terms and provisions of this Section 10.2, from and after the later of the Effective Date or the date on which Tenant receives any and all required governmental permits and approvals with respect thereto, and continuing thereafter until the expiration or earlier termination of this Lease or Tenant's right to possession hereunder, Tenant shall have the non-exclusive right and license to (a) install and maintain one (1) exterior dedicated freestanding monument sign reflecting Tenant's name and/or logo at the location more specifically shown and depicted on Exhibit E attached hereto and made a part hereof (the "**Tenant Exterior Signage**"), (b) install and maintain one (1) Building-standard tenant identification sign (the "**Tenant Identification Sign**") on the Building's existing multi-tenant monument sign on Sunset Hills Road (the "**Monument Sign**"), and (c) install and maintain one (1) directional sign to the Premises at the location more specifically shown and depicted on Exhibit E attached hereto and made a part hereof (the "**Tenant Directional Sign**").

(i) Tenant shall cause plans, specifications, and renderings reflecting such Tenant Exterior Signage to be prepared and submitted to Landlord for Landlord's review and approval, which approval shall not be unreasonably withheld, delayed, or conditioned so long as such Tenant Exterior Signage is limited to Tenant's name and/or logo and is otherwise consistent with applicable Laws and prevailing Building standards. If Landlord disapproves any such plans, specifications, and renderings, or any portion thereof, then Landlord shall provide written notice to Tenant of Landlord's reasons for disapproval and Tenant shall cause such plans, specifications, and renderings to be revised (taking into account all of Landlord's reasons for disapproval) and resubmitted to Landlord for Landlord's review and approval as aforesaid, and this process shall continue until such plans, specifications, and renderings have been approved in all respects by Landlord. In connection with the Tenant Identification Sign and Tenant Directional Sign hereunder, Tenant shall cause preliminary renderings of such Tenant Identification Sign and Tenant Directional Sign to be prepared and submitted to Landlord for Landlord's review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed so long as such Tenant Identification Sign and Tenant Directional Sign is limited to Tenant's name and/or logo, is otherwise consistent with applicable Laws and prevailing Building standards, and is otherwise consistent with other tenant signage located on the Monument Sign or other tenant

directional signage at the Project, if any. In no event shall Tenant proceed with construction or installation of the Tenant Exterior Signage, the Tenant Identification Sign, or the Tenant Directional Sign until such time as Landlord shall have approved in writing the design, renderings, plans, and specifications therefor in all respects.

(ii) The location, size, color, design, materials, and method of attachment of such Tenant Exterior Signage, Tenant Identification Sign, and Tenant Directional Sign, as well as any subsequent modifications thereof or changes thereto, shall, in each instance, be subject at all times to the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed so long as such Tenant Exterior Signage, Tenant Identification Sign, and Tenant Directional Sign, as the case may be, is limited to Tenant's name and/or logo and is otherwise consistent with applicable Laws and prevailing Building standards. Such Tenant Exterior Signage, Tenant Identification Sign, and Tenant Directional Sign: (A) shall be installed by Tenant, at Tenant's sole cost and expense, and shall be maintained, operated (including, without limitation, any and all utilities therefor), repaired, and replaced from time to time by Tenant, at Tenant's sole cost and expense (and Tenant shall at all times keep such Tenant Exterior Signage, Tenant Identification Sign, and Tenant Directional Sign in good and operable condition and repair, and otherwise in a neat and clean condition consistent with similar signage at the Building); and (B) shall be subject to, and shall at all times conform and comply with, any and all applicable Laws. Tenant shall not make any alterations, improvements, modifications, additions, or replacements to the Tenant Exterior Signage, the Tenant Identification Sign, or the Tenant Directional Sign without Landlord's prior written consent thereto in each instance, which consent shall not be unreasonably withheld, conditioned, or delayed so long as such alterations, improvements, modifications, additions, or replacements are consistent with Building standards in effect from time to time, and otherwise conform with this Lease and with applicable Laws. It is specifically acknowledged, understood, and agreed that the Tenant Exterior Signage referenced herein, and Tenant's right to install and maintain the same, is expressly subject to and conditioned upon Tenant obtaining and providing to Landlord, at Tenant's sole risk, cost, and expense, any and all permits, approvals, and authorizations required from the applicable governmental authorities of Reston, Virginia in connection therewith (and Landlord shall have no liability for any failure or refusal of such governmental authorities to so approve or authorize such Tenant Exterior Signage, and, in such instance, this Lease shall remain in full force and effect). Landlord shall reasonably cooperate with Tenant, at no cost or expense to Landlord, with Tenant's efforts to obtain any and all permits, approvals, and authorizations required from such governmental authorities hereunder. Upon the expiration or earlier termination of this Lease, Tenant shall be responsible for removing the Tenant Exterior Signage, Tenant Identification Sign, and Tenant Directional Sign and restoring those portions of the Building or the Project, as the case may be, affected thereby to the condition existing prior to the installation of such Tenant Exterior Signage, Tenant Identification Sign, and/or Tenant Directional Sign thereon, and if Tenant fails to so remove and restore, then Tenant shall be responsible for paying to Landlord, or reimbursing Landlord for, any and all actual, out-of-pocket costs incurred by Landlord in connection with such removal and restoration. Landlord shall also have the right, but not the obligation, to undertake maintenance, repair, or replacement work, as well as removal and restoration work as described herein, with respect to the Tenant Exterior Signage, Tenant Identification Sign, and/or Tenant Directional Sign that Tenant is required to perform hereunder and that Tenant fails or refuses to perform in a timely and efficient manner. All actual, out-of-pocket costs incurred by Landlord in performing any such maintenance, repair, or replacement work, or removal and restoration work, as the case may be, for the account of Tenant, together with an administrative fee equal to five percent (5%) of such costs, shall be repaid by Tenant to Landlord upon demand (which demand shall include reasonable supporting documentation).

(iii) Tenant's rights in and to the Tenant Exterior Signage, Tenant Identification Sign, and the Tenant Directional Sign granted hereunder are personal to Beloved Yoga & Wellness, Inc. (and any Permitted Transferee pursuant to a Permitted Transfer) and may not be conveyed, transferred, provided, or otherwise assigned to any assignee, subtenant, or other party. Tenant's rights in and to the Tenant Exterior Signage, Tenant Identification Sign, and/or Tenant Directional Sign granted hereunder are further subject to and conditioned upon the following: (i) there is then no Event of Default by Tenant under any of the terms, covenants, or conditions of this Lease; and (ii) Tenant shall not have assigned this Lease, in whole or in part, or sublet all or any portion of the Premises (other than an assignment or sublease to a Permitted Transferee pursuant to a Permitted Transfer).

10.3 Any sign(s) or other matter which Tenant may install in or about the Premises, the Building, or the Land with the approval of Landlord shall be maintained in good condition and in compliance with applicable Laws, and shall be removed at the expiration or earlier termination of the Term, and Tenant shall restore the area where the sign or other matter was mounted to its original condition prior to such installation.

ARTICLE XI - Security Deposit

11.1 Simultaneously with Tenant's execution of this Lease, Tenant shall deposit with Landlord an unconditional, irrevocable letter of credit (the "**Letter of Credit**") in the Security Deposit Amount (as defined in Section 1.11) as security for the performance by Tenant of all of Tenant's obligations, covenants, conditions and agreements under this Lease, subject to the following terms and conditions. Such Letter of Credit shall be (a) in substantially the form attached as Exhibit F hereto and made a part hereof (or in such other form and substance as is satisfactory to Landlord in its reasonable discretion); (b) at all times in the Security Deposit Amount (except as otherwise expressly provided below), and shall permit multiple draws; (c) issued by a commercial bank reasonably acceptable to Landlord from time to time and located in (or having a branch located in) the Washington, D.C. metropolitan area (and subject to the qualifications referenced below); (d) made payable to, and expressly transferable and assignable or, at Landlord's option, reissued at no charge to Landlord or the holder of any mortgage (which transfer/assignment/reissuance shall be conditioned only upon the execution of a written document in connection therewith); (e) payable at sight to a local branch of the issuer of a simple sight draft; (f) of a term not less than one (1) year; and (g) at least thirty (30) days prior to the then-current expiration date of such letter of credit, either (1) renewed (or automatically and unconditionally extended) from time to time through the sixtieth (60th) day after the expiration of the Lease Term, or (2) replaced with cash in the Security Deposit Amount. If, at any time during the Lease Term, there shall be an Event of Default by Tenant hereunder, then in such event Landlord may (but shall not be obligated to) from time to time draw down on the Letter of Credit (without prejudice to any other remedy which Landlord may have on account thereof) in an amount necessary to cure such Tenant default(s), and in such event Tenant shall, within five (5) business days following Landlord's written demand, restore the Letter of Credit to the Security Deposit Amount.

11.2 Each Letter of Credit shall be issued by (a) Access National Bank, or (b) another commercial bank that has a credit rating with respect to certificates of deposit, short term deposits or commercial paper of at least "P-2" (or equivalent) by Moody's Investor Service, Inc., or at least "A-2" (or equivalent) by Standard & Poor's Corporation, and shall be otherwise acceptable to Landlord in its sole and absolute discretion. If the issuer's credit rating is reduced below "P-2" (or equivalent) by Moody's Investors Service, Inc. or below "A-2" (or equivalent) by Standard & Poor's Corporation, or if the financial condition of such issuer changes in any other materially adverse way, then Landlord or its assignee shall have the right to require that Tenant obtain from a different issuer a substitute letter of

credit that complies in all respects with the requirements of this Section 11.3, and Tenant's failure to obtain such substitute letter of credit within ten (10) days following Landlord's or its assignee's written demand therefor (with no other notice or cure or grace period being applicable thereto, notwithstanding anything in this Lease to the contrary) shall entitle Landlord or its assignee to immediately draw upon the then existing Letter of Credit in whole or in part, without notice to Tenant. Landlord or its assignee shall also be entitled to immediately draw upon the then existing Letter of Credit, in whole or in part, without notice to Tenant, if Landlord or such assignee is precluded by applicable Law from giving any default or other notice to Tenant. In the event the issuer of any Letter of Credit held by Landlord or its assignee is placed into receivership or conservatorship by the Federal Deposit Insurance Corporation or any successor or similar entity, then, effective as of the date such receivership or conservatorship occurs, said Letter of Credit shall be deemed to not meet the requirements of this Section 11.3, and, within ten (10) days thereof, Tenant shall replace such Letter of Credit with cash or other collateral acceptable to Landlord and/or the holder of any mortgage in its sole and absolute discretion (and Tenant's failure to do so shall, notwithstanding anything in this Lease to the contrary, constitute an Event of Default for which there shall be no notice or grace or cure periods being applicable thereto other than the aforesaid ten (10) day period). Any failure or refusal of the issuer to honor the letter of credit shall be at Tenant's sole risk and shall not relieve Tenant of its obligations hereunder with respect to the security deposit.

11.3 So long as there is then no Event of Default by Tenant hereunder, and after Tenant shall have vacated and surrendered the Premises in the manner and in the condition required under this Lease and removed all of Tenant's installations, alterations, improvements, trade fixtures, and personal property required to be removed under this Lease therefrom, Landlord shall return to Tenant the Letter of Credit within thirty (30) days following the expiration or earlier termination of this Lease (except to the extent that Landlord has drawn upon or against any of the same in accordance with Landlord's rights hereunder). Tenant acknowledges that Landlord has the right to transfer all or any part of its interest in the Premises, the Building, or this Lease, and Tenant agrees that in the event of any such transfer, Landlord shall have the right to transfer such Letter of Credit to the transferee. Upon delivery by Landlord to any such transferee of the Letter of Credit, Landlord shall thereby be released by Tenant from all liability or obligations for the return of such Letter of Credit, and Tenant agrees to look solely to such transferee for the return of such Letter of Credit hereunder.

11.4 Notwithstanding anything in this Article XI to the contrary, so long as there is then no Event of Default by Tenant hereunder, and provided further that Tenant shall not have theretofore failed to restore such Letter of Credit following a draw thereon by Landlord as provided hereunder, then, upon Landlord's receipt of Tenant's written request therefor, together with submission of an acceptable amendment to the Letter of Credit or an acceptable substitute Letter of Credit, as the case may be, the Security Deposit Amount and the Letter of Credit, as the case may be, shall be subject to reduction as follows: (i) at any time on or after the first day of the forty-ninth (49th) full calendar month following the Lease Commencement Date, to the face amount of Thirty-Six Thousand Eight Hundred Nineteen and 32/100 Dollars (\$36,819.32); and (ii) at any time on or after the first day of the seventy-third (73rd) full calendar month following the Lease Commencement Date, to the face amount of Twelve Thousand Eight Hundred Ninety-One and 62/100 Dollars (\$12,891.62), which sum shall remain in effect for the remainder of the Lease Term, as the same may be extended.

ARTICLE XII - Inspection

12.1 At all times, upon not less than twenty-four (24) hours' prior notice (which prior notice shall not be required in the event of an emergency), Tenant shall permit Landlord, its agents and representatives, and the holder of any Mortgage, to enter the Premises without charge therefor and without diminution of the rent payable by Tenant in order to examine, inspect or protect the Premises and the Building, or to exhibit the same to brokers, prospective tenants (but only during the last twelve

(12) months of the Lease Term), lenders, purchasers and others. Except in the event of an emergency, Landlord shall conduct such entry in a commercially reasonable manner so as to minimize disruption to Tenant's normal business operations in the Premises in connection therewith.

ARTICLE XIII - Insurance

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

13.2 Throughout the Lease Term, Tenant shall obtain and maintain (1) commercial general liability insurance (written on an occurrence basis) including contractual liability coverage insuring the obligations assumed by Tenant under this Lease (including those set forth in Sections 6.5 and 15.2), premises and operations coverage, products liability coverage, broad form property damage coverage and independent contractors coverage, and containing an endorsement for personal injury, (2) business interruption insurance, (3) all-risk property insurance, (4) comprehensive automobile liability insurance (covering automobiles owned by Tenant, if any), (5) worker's compensation insurance, (6) employer's liability insurance, (7) plate glass insurance and (8) signage insurance (if applicable). Such commercial general liability insurance shall be in minimum amounts typically carried by prudent tenants engaged in similar operations, but in no event shall be in an amount less than Two Million Dollars (\$2,000,000) combined single limit per occurrence with a Four Million Dollar (\$4,000,000) annual aggregate. Such business interruption insurance shall be in minimum amounts typically carried by prudent tenants engaged in similar operations, but in no event shall be in an amount less than the Base Rent then in effect during any Lease Year. Such property insurance shall be in an amount not less than that required to replace all of the original Tenant Improvement Work installed in the Premises pursuant to the Work Letter, all Alterations, and all other contents of the Premises (including, without limitation, Tenant's trade fixtures, decorations, furnishings, equipment and personal property). Such automobile liability insurance shall be in an amount not less than One Million Dollars (\$1,000,000) for each accident. Such worker's compensation insurance shall carry minimum limits as defined by the law of the jurisdiction in which the Building is located (as the same may be amended from time to time). Such employer's liability insurance shall be in an amount not less than One Million Dollars (\$1,000,000) for each accident, One Million Dollars (\$1,000,000) disease-policy limit, and One Million Dollars (\$1,000,000) disease-each employee. Such plate glass insurance shall insure against all risks for the full cost of repairing and/or restoring all of the plate glass in, at or about the Premises.

13.3 All such insurance shall: (1) be issued by a company that is licensed to do business in the jurisdiction in which the Building is located, that has been reasonably approved in advance by Landlord and that has a rating equal to or exceeding "A:XI" from Best's Insurance Guide; (2) name Landlord, the managing agent of the Building, and the holder of any Mortgage who is identified to Tenant in writing as additional insureds and/or loss payees (as applicable); (3) contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured may have waived its right of action against any party prior to the occurrence of a loss (Tenant hereby waiving its right of action and recovery against and releasing Landlord and its employees and agents from any and all liabilities, claims and losses for which they may otherwise be liable to the extent Tenant is covered by property insurance carried or required to be carried under this Lease); (4) provide that the insurer

thereunder waives all right of recovery by way of subrogation against Landlord, its partners, agents, employees, and representatives, in connection with any loss or damage covered by such property insurance policy; (5) be reasonably acceptable in form and content to Landlord; (6) be primary and non-contributory; (7) contains an endorsement for cross liability and severability of interests; and (8) contain an endorsement prohibiting cancellation without the insurer first giving Landlord thirty (30) days' prior written notice (by certified or registered mail, return receipt requested) of such proposed action. No such policy shall contain any deductible provision except as otherwise approved in writing by Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed. Landlord reserves the right from time to time to require Tenant to obtain higher minimum amounts or different types of insurance if it becomes customary for other landlords of Comparable Buildings to require similar sized tenants in similar industries to carry insurance of such higher minimum amounts or of such different types of insurance. Tenant shall deliver a certificate (on Acord Form 27) of all such insurance and receipts evidencing payment therefor (and, upon request, copies of all required insurance policies, including endorsements and declarations) to Landlord concurrently with Tenant's execution of this Lease and at least annually thereafter. Tenant shall give Landlord immediate notice in case of fire, theft or accident in the Premises, and in the case of fire, theft or accident in the Building if involving Tenant or any Tenant Invitees. Neither the issuance of any insurance policy required under this Lease nor the minimum limits specified herein shall be deemed to limit or restrict in any way Tenant's liability arising under or out of this Lease.

13.4 Landlord agrees to carry and maintain all-risk property insurance (with replacement cost coverage) covering the shell and core and common areas of the Building and Landlord's property therein in an amount required by its insurance company to avoid the application of any coinsurance provision. Landlord hereby waives its right of recovery against Tenant and releases Tenant from any and all liabilities, claims and losses for which Tenant may otherwise be liable to the extent Landlord is covered by property insurance therefor. Landlord shall secure a waiver of subrogation endorsement from its property insurance carrier. Landlord also agrees to carry and maintain commercial general liability insurance in limits it reasonably deems appropriate (but in no event less than the limits required of Tenant pursuant to Section 13.2).

ARTICLE XIV - Services and Utilities

14.1 Subject to Tenant's obligations specified in this Lease: (a) Landlord will furnish to the common areas of the Building (but excluding the Premises) air-conditioning and heating during the seasons they are required in Landlord's reasonable judgment; and (b) Landlord will provide janitorial service to the common areas of the Building (but excluding the Premises) on Monday through Friday (or, at Landlord's option, Sunday through Thursday) only (excluding legal public holidays), electricity connections sufficient for lighting purposes and normal office use only, water for lavatory and drinking purposes, elevator service (with at least one (1) elevator in operation at all times, except in the event of an emergency), and exterior window-cleaning service. Landlord shall not be liable for any failure to maintain comfortable atmosphere conditions in all or any portion of the Premises due to excessive heat generated by any equipment or machinery installed by Tenant (with or without Landlord's consent), due to any impact that Tenant's furniture, equipment, machinery, millwork or layout of the Premises may have upon the delivery of HVAC to the Premises or due to the occupancy load. If Tenant requires utilities or services beyond what is required hereunder, then Landlord will furnish the same, provided Tenant gives Landlord sufficient advance notice of such requirement. Tenant shall pay for such extra service in accordance with Landlord's then-current schedule, which shall reflect Landlord's cost of providing such service, including labor, cost of electricity and wear and tear on equipment, plus an allowance of ten percent (10%) thereof to cover general overhead. If the same after-hours service is also requested by other tenants on the same floor as Tenant, the charge therefor to each tenant requesting such after-hours service shall be a pro-rated amount based upon the square footage of the leased

premises of all tenants on the same floor requesting such after-hours services. Notwithstanding anything above to the contrary, Tenant shall have access to the Building twenty-four (24) hours per day each day of the year (except in the event of an emergency).

14.2 Landlord shall cause the Premises to be separately metered or submetered (as applicable) for electricity as part of the Tenant Improvement Work hereunder (if not currently separately metered or submetered). Accordingly, electricity for the Premises shall not be furnished by Landlord but shall be furnished by the electric utility serving the Building. Tenant shall make all necessary arrangements with the utility company for securing and paying for electric power furnished by it to Tenant, including periodic reading of the applicable meter or submeter, and Tenant shall pay to the appropriate utility company (or to Landlord in the case of submetering) all charges for electricity consumed in the Premises as and when such charges become due and payable in accordance with the invoices issued therefor (or, in the case of submetering, within thirty (30) days following Landlord's invoice therefor from time to time).

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

14.4 The Building's HVAC system will not serve the Premises. The Tenant Improvement Work will include the design, installation, operation, and maintenance of a separate dedicated HVAC system to supply heat and air-conditioning to the Premises, which separate dedicated HVAC system shall be located wholly within the Premises (except for the existing SCUs and the Building's separate mechanical room), and shall include all duct work, distribution, system controls, electrical and plumbing conduit, piping, and connections, VAV boxes, internal thermostats and controls, the Tenant SCUs (as hereinafter defined), and all connections of such Tenant SCUs to the Premises (collectively, the "**Tenant HVAC System**"). Tenant shall at all times maintain such Tenant HVAC System so that it operates in a "first class" manner and does not impair or interfere in any way with the operation of the Building Structure and Systems, or any portion(s) thereof. Prior to the Lease Commencement Date, Tenant shall enter into a maintenance contract for the Tenant HVAC system with a qualified HVAC contractor reasonably satisfactory to Landlord for the ongoing inspection, repair, maintenance, and balancing of such Tenant HVAC System.

(i) Landlord shall make available to Tenant for Tenant's exclusive use and as part of the Tenant HVAC System up to, but not more than, three (3) (as elected by Tenant) of the existing approximately seven and one-half (7.5) ton system control units located at the Building (the "**SCUs**"), which SCUs shall be in good operating condition as of the Lease Commencement Date (such SCUs so used by Tenant hereunder, the "**Tenant SCUs**"). Tenant shall have the further right, at Tenant's election and at Tenant's sole cost and expense, to replace any of the Tenant SCUs from time to time with comparable or better new SCUs that have first been approved by Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed.

(ii) So long as Tenant has complied with this Section 14.4 regarding inspection, repair, maintenance, and balancing of the Tenant HVAC system and, notwithstanding such compliance, any Tenant SCUs not so replaced by Tenant as provided under Subsection 14.4(i) above cannot, in the reasonable business judgment of Landlord, be repaired other than at a cost which is in excess of fifty percent (50%) of the cost of replacing such Tenant SCU, then such Tenant SCU will be replaced by Landlord and the cost thereof shall be prorated between the parties as set forth herein. Tenant shall only be obligated to pay, each month during the

remainder of the Term of this Lease, on the dates on which Base Rent and Adjustment Rent are due, an amount equal to the product obtained by multiplying the total cost of such replacement Tenant SCU by a fraction, the numerator of which is one, and the denominator of which is the total number of months in the useful life of such replacement Tenant SCU (i.e., by way of example, if the useful life of such replacement Tenant SCU is twelve (12) years, then 1/144th of the replacement cost thereof shall be payable by Tenant per month). The aforementioned cost shall include any actual and reasonable interest charges incurred by Landlord in connection with the financing of such replacement Tenant SCU. Tenant may prepay its obligation at any time. Such payments shall be deemed to be additional Rent. It will be in Landlord's sole discretion to determine the make, model, and size of the replacement Tenant SCU. Any such replacement of a Tenant SCU hereunder shall not require Landlord to undertake any other work in or about the Premises or the Building with respect to the Tenant HVAC system.

14.5 Tenant shall be solely responsible for the provision of janitorial and cleaning services in and to the Premises, and Landlord shall have no liability or responsibility therefor.

ARTICLE XV - Liability of Landlord

15.1 Subject to the applicable terms and provisions of this Lease, neither Landlord nor the Landlord Parties shall be liable to Tenant, any Tenant Invitee, or any other person or entity for any damage (including indirect and consequential damage), injury, loss or claim to property (including claims for the interruption of or loss to business) based on or arising out of any cause whatsoever (except as otherwise provided in this Section 15.1), including, without limitation, the following: repair to any portion of the Premises or the Building; interruption in the use of the Premises or any equipment therein; any accident or damage resulting from any use or operation (by Landlord, Tenant or any other person or entity) of elevators or heating, cooling, electrical, sewerage or plumbing equipment or apparatus; termination of this Lease by reason of damage to the Premises or the Building; any fire, robbery, theft, vandalism, mysterious disappearance or any other casualty; actions of any other tenant of the Building or of any other person or entity; failure or inability to furnish any service specified in this Lease; and leakage in any part of the Premises or the Building from water, rain, ice or snow that may leak into, or flow from, any part of the Premises or the Building, or from drains, pipes or plumbing fixtures in the Premises or the Building. If any condition exists which may be the basis of a claim of constructive eviction, then Tenant shall give Landlord written notice thereof and a reasonable opportunity to correct such condition, and in the interim Tenant shall not claim that it has been constructively evicted or is entitled to a rent abatement. Any property placed by Tenant or any Tenant Invitee in or about the Premises or the Building shall be at the sole risk of Tenant, and Landlord shall not in any manner be held responsible therefor, except as expressly provided below. Any person receiving an article delivered for Tenant shall be acting as Tenant's agent for such purpose and not as Landlord's agent. For purposes of this Article XV, the term "**Building**" shall be deemed to include the Land. Notwithstanding the foregoing provisions of this Section 15.1, Landlord shall not be released from liability to Tenant for any physical injury to any natural person caused by Landlord's negligence or willful misconduct.

15.2 To the maximum extent permitted by applicable Law, Tenant shall indemnify, defend upon request, and hold Landlord and the Landlord Parties harmless from and against all third party costs, damages, claims, liabilities, expenses (including attorneys' fees), losses, penalties and court costs suffered by or claimed against them, directly or indirectly, based on or arising out of, in whole or in part, (a) use and occupancy of the Premises or the business conducted therein, (b) any act or omission of Tenant or any Tenant Invitee, (c) any breach of Tenant's obligations under this Lease, including failure to comply with Laws or surrender the Premises upon the expiration or earlier termination of the Lease Term, or (d) any entry by Tenant or any Tenant Invitee upon the Land prior to the Lease Commencement Date, except to the extent caused by the negligence or willful misconduct of Landlord or any of the

Landlord Parties. To the maximum extent permitted by applicable Law, Landlord shall indemnify, defend upon request, and hold Tenant and the Tenant Invitees harmless from and against all third party costs, damages, claims, liabilities, expenses (including attorneys' fees), losses, penalties and court costs suffered by or claimed against them, directly or indirectly, based on or arising out of, in whole or in part, (i) any act or omission of Landlord or any Landlord Party, or (ii) any breach of Landlord's obligations under this Lease, including failure to comply with Laws, except to the extent caused by the negligence or willful misconduct of Tenant or any of the Tenant Invitees.

15.3 No landlord hereunder shall be liable for any obligation or liability based on or arising out of any event or condition occurring during the period that such landlord was not the owner of the Building or a landlord's interest therein.

15.4 Tenant shall not have the right to set off or deduct any amount allegedly owed to Tenant pursuant to any claim against Landlord from any rent or other sum payable to Landlord. Tenant's sole remedy for recovering upon such claim shall be to institute an independent action against Landlord, which action shall not be consolidated with any action of Landlord.

15.5 If Tenant or any Tenant Invitee is awarded a money judgment against Landlord, then recourse for satisfaction of such judgment shall be limited to execution against Landlord's estate and interest in the Building. No other asset of Landlord, any partner, director, member, officer or trustee of Landlord (each, an "officer") or any other person or entity shall be available to satisfy or be subject to such judgment, nor shall any officer or other person or entity be held to have personal liability for satisfaction of any claim or judgment against Landlord or any officer.

ARTICLE XVI - Rules

16.1 Tenant and Tenant Invitees shall at all times abide by and observe the rules specified in Exhibit C, as the same may be amended or modified from time to time. Tenant and Tenant Invitees shall also abide by and observe any other rule that Landlord may promulgate from time to time for the operation and maintenance of the Building, provided that notice thereof is given and such rule is not inconsistent with the provisions of this Lease and is otherwise generally applicable to all tenants of the Building. All rules shall be binding upon Tenant and enforceable by Landlord as if they were contained herein. Nothing contained in this Lease shall be construed as imposing upon Landlord any duty or obligation to enforce such rules, or the terms, conditions or covenants contained in any other lease, as against any other tenant, and Landlord shall not be liable to Tenant for the violation of such rules by any other tenant or its employees, agents, assignees, subtenants, invitees or licensees. Landlord shall use reasonable efforts not to enforce any rule or regulation in a manner which unreasonably discriminates among similarly situated tenants.

ARTICLE XVII - Damage or Destruction

17.1 If the Premises or the Building are totally or partially damaged or destroyed thereby rendering the Premises totally or partially inaccessible or unusable, then Landlord shall diligently repair and restore the Premises and the Building to substantially the same condition they were in prior to such damage or destruction; provided, however, that if in Landlord's judgment such repair and restoration cannot be completed within one hundred eighty (180) days after the occurrence of such damage or destruction (including taking into account the time needed for effecting a satisfactory settlement with any insurance company involved, removal of debris, preparation of plans and issuance of all required governmental permits), then Landlord or Tenant shall have the right to terminate this Lease by giving written notice of termination within sixty (60) days after the occurrence of such damage or destruction. If this Lease is terminated pursuant to this Article XVII, then rent shall be apportioned (based on the

portion of the Premises which is usable after such damage or destruction) and paid to the date of termination. If this Lease is not terminated as a result of such damage or destruction, then until such repair and restoration of the Premises are substantially complete, Tenant shall be required to pay rent only for the portion of the Premises that is usable while such repair and restoration are being made. After receipt of all insurance proceeds (including proceeds of insurance maintained by Tenant and applicable to the Premises), Landlord shall proceed with and bear the expenses of such repair and restoration of the Premises and the Building; provided, however, that (a) if such damage or destruction was caused by the act or omission of Tenant or any Tenant Invitee, then Tenant shall pay Landlord's deductible and the amount by which such expenses exceed the insurance proceeds, if any, actually received by Landlord on account of such damage or destruction (and Landlord agrees that it will use commercially reasonable diligence to pursue any such insurance proceeds to which Landlord is or may be entitled under the applicable property insurance policies maintained by Landlord hereunder), (b) Tenant shall pay the amount by which the cost of restoring any item which Landlord is required to restore and Tenant is required to insure exceeds the insurance proceeds received with respect thereto, and (c) Landlord shall not be required to repair or restore any of the original Tenant Improvement Work or other tenant improvements installed pursuant to the Work Letter (except to the extent that Landlord paid for the initial construction of such improvements and Landlord received insurance proceeds related to such improvements), any Alterations or any other contents of the Premises (including, without limitation, Tenant's trade fixtures, decorations, furnishings, equipment or personal property). Notwithstanding anything herein to the contrary, Landlord shall have the right to terminate this Lease if (1) insurance proceeds (taking into account any applicable deductible) are insufficient to pay the full cost of such repair and restoration, (2) the holder of any Mortgage fails or refuses to make such insurance proceeds available for such repair and restoration, (3) zoning or other applicable Laws or regulations do not permit such repair and restoration, or (4) the Building is damaged by fire or casualty (whether or not the Premises has been damaged) to such an extent that Landlord decides, in its sole and absolute discretion, not to rebuild or reconstruct the Building (provided, however, that Landlord agrees that Landlord shall not so terminate this Lease unless Landlord also terminates the leases of other similarly-situated tenants in the Building).

17.2 Notwithstanding anything above to the contrary, if Landlord repairs and restores the Premises as provided in Section 17.1, Landlord shall not be required to repair, restore or replace any decorations, alterations or improvements to the Premises previously made by Tenant or any trade fixtures, furnishings, equipment or personal property belonging to Tenant. It shall be Tenant's sole responsibility to repair, restore or replace all such items to substantially their same condition prior to such damage or destruction.

ARTICLE XVIII - Condemnation

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

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

ARTICLE XIX - Default

19.1 Each of the following shall constitute an "**Event of Default**": (a) Tenant's failure to make when due any payment of the Base Rent, additional rent or other sum; provided, however, that with respect to the first two such failures in any twelve (12) month period only, no Event of Default shall be deemed to have occurred unless such failure continues for a period of five (5) days after Landlord delivers written notice thereof to Tenant; (b) Tenant's failure to perform or observe any covenant or condition of this Lease not otherwise specifically described in this Section 19.1 if such failure continues for ten (10) business days after Landlord delivers written notice thereof to Tenant (provided, however, that if such failure is of such a nature that it cannot through the exercise of diligent and reasonable efforts be cured within ten (10) business days, then Tenant shall not be in default in such instance if Tenant commences to cure within such 10-business day period and thereafter diligently pursues the cure of such default to completion as soon as possible, and in all events within thirty (30) days after such initial notice); (c) an Event of Bankruptcy as specified in Article XX; (d) Tenant's dissolution or liquidation; (e) any Environmental Default as specified in Section 6.5; or (f) any subletting, assignment, transfer, mortgage or other encumbrance of the Premises or this Lease not permitted by Article VII.

19.2 If there shall be an Event of Default (even if prior to the Lease Commencement Date), then the provisions of this Section 19.2 shall apply. Landlord shall have the right, at its sole option, to terminate this Lease. In addition, with or without terminating this Lease, Landlord may re-enter, terminate Tenant's right of possession and take possession of the Premises. The provisions of this Article XIX shall operate as a notice to quit, and Tenant hereby waives any other notice to quit or notice of Landlord's intention to re-enter the Premises or terminate this Lease. If necessary, Landlord may proceed to recover possession of the Premises under applicable Laws, or by such other proceedings, including re-entry and possession, as may be applicable. If Landlord elects to terminate this Lease and/or elects to terminate Tenant's right of possession, everything contained in this Lease on the part of Landlord to be done and performed shall cease without prejudice, however, to Tenant's liability for all Base Rent, additional rent and other sums specified herein. Whether or not this Lease and/or Tenant's right of possession is terminated, Landlord shall have the right, at its sole option, to terminate any renewal or expansion right contained in this Lease and to grant or withhold any consent or approval pursuant to this Lease in its sole and absolute discretion. Landlord may relet the Premises or any part thereof, alone or together with other premises, for such term(s) (which may extend beyond the date on which the Lease Term would have expired but for Tenant's default) and on such terms and conditions (which may include any concessions or allowances granted by Landlord) as Landlord, in its sole and absolute discretion, may determine, but Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished by reason of, any failure by Landlord to relet all or any portion of the Premises or to collect any rent due upon such reletting. Whether or not this Lease and/or Tenant's right of possession is terminated or any suit is instituted, Tenant shall be liable for any Base Rent, additional rent, damages or other sum which may be due or sustained prior to such default, and for all costs, fees

and expenses (including, but not limited to, attorneys' fees and costs, brokerage fees, expenses incurred in enforcing any of Tenant's obligations under the Lease or in placing the Premises in first-class rentable condition, advertising expenses, and any concessions or allowances granted by Landlord) incurred by Landlord in pursuit of its remedies hereunder and/or in recovering possession of the Premises and renting the Premises to others from time to time plus other actual or direct damages suffered or incurred by Landlord on account of Tenant's default (including, but not limited to, late fees). Tenant also shall be liable for additional damages which at Landlord's election shall be either one or a combination of the following: (a) an amount equal to the Base Rent and additional rent due or which would have become due from the date of Tenant's default through the remainder of the Lease Term, less the amount of rental, if any, which Landlord receives during such period from others to whom the Premises may be rented (other than any additional rent received by Landlord as a result of any failure of such other person to perform any of its obligations to Landlord), which amount shall be computed and payable in monthly installments, in advance, on the first day of each calendar month following Tenant's default and continuing until the date on which the Lease Term would have expired but for Tenant's default, it being understood that separate suits may be brought from time to time to collect any such damages for any month(s) (and any such separate suit shall not in any manner prejudice the right of Landlord to collect any damages for any subsequent month(s)), or Landlord may defer initiating any such suit until after the expiration of the Lease Term (in which event such deferral shall not be construed as a waiver of Landlord's rights as set forth herein and Landlord's cause of action shall be deemed not to have accrued until the expiration of the Lease Term), and it being further understood that if Landlord elects to bring suits from time to time prior to reletting the Premises, Landlord shall be entitled to its full damages through the date of the award of damages without regard to any Base Rent, additional rent or other sums that are or may be projected to be received by Landlord upon reletting of the Premises; or (b) an amount equal to the sum of (i) all Base Rent, additional rent and other sums due or which would be due and payable under this Lease as of the date of Tenant's default through the end of the scheduled Lease Term, plus (ii) the expenses (including broker and attorneys' fees) incurred in connection with the reletting of the Premises, minus (iii) the fair market rental value of the Premises through the expiration of the scheduled Lease Term. Such amount shall be discounted using a discount factor equal to the yield of the Treasury Note or Bill, as appropriate, having a maturity period approximately commensurate to the remainder of the Term, and such resulting amount shall be payable to Landlord in a lump sum on demand, it being understood that upon payment of such liquidated and agreed final damages, Tenant shall be released from further liability under this Lease with respect to the period after the date of such payment, and that Landlord may bring suit to collect any such damages at any time after an Event of Default shall have occurred. In the event Landlord relets the Premises together with other premises or for a term extending beyond the scheduled expiration of the Lease Term, it is understood that Tenant will not be entitled to apply any base rent, additional rent or other sums generated or projected to be generated by either such other premises or in the period extending beyond the scheduled expiration of the Lease Term (collectively, the "**Extra Rent**") against Landlord's damages. Similarly in proving the amount that would be received by Landlord upon a reletting of the Premises as set forth in Clause (iii) above, Tenant shall not take into account the Extra Rent. Nothing herein shall be construed to affect or prejudice Landlord's right to prove, and claim in full, unpaid rent accrued prior to termination of this Lease. If Landlord is entitled, or Tenant is required, pursuant to any provision hereof to take any action upon the termination of the Lease Term, then Landlord shall be entitled, and Tenant shall be required, to take such action also upon the termination of Tenant's right of possession.

19.3 (a) Tenant hereby expressly waives, for itself and all persons claiming by, through or under it, any right of redemption, re-entry or restoration of the operation of this Lease under any present or future Law, including without limitation any such right which Tenant would otherwise have in case Tenant shall be dispossessed for any cause, or in case Landlord shall obtain possession of the Premises as herein provided.

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

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

19.5 If Tenant fails to make any payment to any third party, or to do any act herein required to be made or done by Tenant, with respect to the Premises or any work or services provided in connection therewith within the time periods set forth in this Lease, then Landlord may, but shall not be required to, make such payment or do such act (provided, however, that Landlord shall only make such payments if (i) the failure to make such payments may result in a lien against, or may otherwise affect Landlord's title to, the Building or the Landlord, and (ii) Landlord has provided Tenant with not less than ten (10) days' prior written notice of such election). The taking of such action by Landlord shall not be considered a cure of such default by Tenant or prevent Landlord from pursuing any remedy it is otherwise entitled to in connection with such default. If Landlord elects to make such payment or do such act, then all expenses incurred by Landlord, plus interest thereon at a rate (the "**Default Rate**") equal to twelve percent (12%) per annum, from the date incurred by Landlord to the date of payment thereof by Tenant, shall constitute additional rent due hereunder; provided, however, that nothing contained herein shall be construed as permitting Landlord to charge or receive interest in excess of the maximum rate then allowed by law.

19.6 If Tenant fails to make any payment of Base Rent, additional rent or any other sum on or before the date such payment is due and payable (without regard to any grace period specified in Section 19.1), then Tenant shall pay to Landlord a late charge of five percent (5%) of the amount of such payment. In addition, such payment and such late fee shall bear interest at the Default Rate from the date such payment or late fee, respectively, became due to the date of payment thereof by Tenant; provided, however, that (i) nothing contained herein shall be construed as permitting Landlord to charge or receive interest in excess of the maximum rate then allowed by law, and (ii) in the case of the first such failure in any consecutive twelve (12) month period only, such failure shall not result in a late charge or interest hereunder unless and until Tenant fails to cure such failure within five (5) days following written notice thereof. Such late charge and interest shall constitute additional rent due hereunder without any notice or demand.

19.7 Notwithstanding anything in this Lease to the contrary (and except for holding over by Tenant under Article XXII hereof), neither Landlord nor Tenant shall have any liability whatsoever

under this Lease to the other party hereto for any indirect, consequential, speculative, or punitive damages.

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

19.9 Landlord hereby expressly waives any lien rights Landlord may have, by statute or otherwise, in or to (and only in or to) Tenant's furniture, trade fixtures, equipment, inventory, and other personal property at the Premises (collectively, the "**Collateral**"); provided, however, that such Collateral shall specifically exclude (a) any and all Alterations, improvements (including, without limitation, the Tenant Improvement Work), additions, or fixtures (other than the Tenant's trade fixtures) that are or are to become the Landlord's property pursuant to this Lease, and (b) any rentals, security deposits, the Letter of Credit, or other sums held or received by the Landlord or any third party pursuant to this Lease (collectively, the "**Excluded Items**"), and in no event shall the Landlord waiver contemplated hereunder extend to or include, or be deemed to extend to or include, any items or property other than the Collateral specifically defined above.

ARTICLE XX - Bankruptcy

20.1 An "**Event of Bankruptcy**" is the occurrence with respect to any of Tenant, a Guarantor or any other person liable for Tenant's obligations hereunder (including, without limitation, any general partner (or, if Tenant is a limited liability company, any member of Tenant) of Tenant (a "**General Partner**")) of any of the following: (a) such person becoming insolvent, as that term is defined in Title 11 of the United States Code (the "**Bankruptcy Code**") or under the insolvency laws of any state (the "**Insolvency Laws**"); (b) appointment of a receiver or custodian for any property of such person, or the institution of a foreclosure or attachment action upon any property of such person; (c) filing by such person of a voluntary petition under the provisions of the Bankruptcy Code or Insolvency Laws; (d) filing of an involuntary petition against such person as the subject debtor under the Bankruptcy Code or Insolvency Laws, which either (1) is not dismissed within sixty (60) days after filing, or (2) results in the issuance of an order for relief against the debtor; or (e) such person making or consenting to an assignment for the benefit of creditors or a composition of creditors. Within ten (10) business days following written request from Landlord (which request shall not be made more than once per year, unless such request is made (i) following an Event of Default by Tenant, or (ii) in connection with any actual or prospective sale, conveyance, ground lease, financing, or refinancing of the Building or the Land, or any portion(s) thereof), Tenant shall submit such reasonable and customary information concerning the financial condition of any such person as Landlord may reasonably request. Tenant warrants that all such information heretofore and hereafter submitted is and shall be correct and complete.

20.2 Upon occurrence of an Event of Bankruptcy, Landlord shall have all rights and remedies available pursuant to Article XIX; provided, however, that while a case (the "**Case**") in which Tenant is the subject debtor under the Bankruptcy Code is pending, Landlord's right "o terminate this Lease shall be subject, to the extent required by the Bankruptcy Code, to any rights of Tenant or its trustee in bankruptcy (collectively, "**Trustee**") to assume or assume and assign this Lease pursuant to the Bankruptcy Code. After the commencement of a Case: (i) Trustee shall perform all post-petition obligations of Tenant under this Lease; and (ii) if Landlord is entitled to damages (including, without limitation, unpaid rent) pursuant to the terms of this Lease, then all such damages shall be entitled to administrative expense priority pursuant to the Bankruptcy Code. Any person or entity to which this

Lease is assigned pursuant to the Bankruptcy Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of assignment, and any such assignee shall upon request execute and deliver to Landlord an instrument confirming such assumption. Trustee shall not have the right to assume or assume and assign this Lease unless Trustee promptly (a) cures all defaults under this Lease, (b) compensates Landlord for damages incurred as a result of such defaults, (c) provides adequate assurance of future performance on the part of Trustee as debtor in possession or Trustee's assignee, and (d) complies with all other requirements of the Bankruptcy Code. If Trustee fails to assume or assume and assign this Lease in accordance with the requirements of the Bankruptcy Code within sixty (60) days after the initiation of the Case, then Trustee shall be deemed to have rejected this Lease. If this Lease is rejected or deemed rejected, then Landlord shall have all rights and remedies available to it pursuant to Article XIX. Adequate assurance of future performance shall require, among other things, that the following minimum criteria be met: (1) Tenant's gross receipts in the ordinary course of business during the thirty (30) days preceding the Case must be greater than ten (10) times the next monthly installment of Base Rent and additional rent due; (2) Both the average and median of Tenant's monthly gross receipts in the ordinary course of business during the seven (7) months preceding the Case must be greater than the next monthly installment of Base Rent and additional rent due; (3) Trustee must pay its estimated pro-rata share of the cost of all services performed or provided by Landlord (whether directly or through agents or contractors and whether or not previously included as part of Base Rent) in advance of the performance or provision of such services; (4) Trustee must agree that Tenant's business shall be conducted in a first-class manner, and that no liquidating sale, auction or other non-first-class business operation shall be conducted in the Premises; (5) Trustee must agree that the use of the Premises as stated in this Lease shall remain unchanged and that no prohibited use shall be permitted; (6) Trustee must agree that the assumption or assumption and assignment of this Lease shall not violate or affect the rights of other tenants of the Building; (7) Trustee must pay at the time the next monthly installment of Base Rent is due, in addition to such installment, an amount equal to the monthly installments of Base Rent, and additional rent due for the next six (6) months thereafter, such amount to be held as a security deposit; (8) Trustee must agree to pay, at any time Landlord draws on such security deposit, the amount necessary to restore such security deposit to its original amount; (9) Trustee must comply with all duties and obligations of Tenant under this Lease; and (10) All assurances of future performance specified in the Bankruptcy Code must be provided.

ARTICLE XXI - Subordination

21.1 This Lease is subject and subordinate to the lien, provisions, operation and effect of all mortgages, deeds of trust, ground leases or other security instruments which may now or hereafter encumber the Building or the Land (collectively, "**Mortgages**"), to all funds and indebtedness intended to be secured thereby, and to all renewals, extensions, modifications, recastings or refinancings thereof. The holder of any Mortgage to which this Lease is subordinate shall have the right (subject to any required approval of the holders of any superior Mortgage) at any time to declare this Lease to be superior to the lien, provisions, operation and effect of such Mortgage and Tenant shall execute, acknowledge and deliver all documents required by such holder in confirmation thereof.

21.2 Tenant shall, within ten (10) days following Landlord's written request, execute and deliver any requisite or appropriate document confirming the foregoing subordination (which document shall be reasonably acceptable to Tenant). If Tenant fails to so execute and deliver such document within three (3) days following a second written request therefor, Tenant appoints Landlord as Tenant's attorney-in-fact to execute any such document for Tenant. Tenant waives the provisions of any statute or rule of law now or hereafter in effect which may give or purport to give Tenant any right to terminate or otherwise adversely affect this Lease and Tenant's obligations hereunder in the event any foreclosure proceeding is prosecuted or completed or in the event the Building, the Land or Landlord's interest therein is transferred by foreclosure, by deed in lieu of foreclosure or otherwise. If this Lease is not

extinguished upon any such transfer or by the transferee following such transfer, then, at the request of such transferee, Tenant shall attorn to such transferee and shall recognize such transferee as the landlord under this Lease. Tenant agrees that upon any such attornment, such transferee shall not be (a) bound by any payment of the Base Rent or additional rent more than one (1) month in advance, except prepayments in the nature of security for the performance by Tenant of its obligations under this Lease, but only to the extent such prepayments have been delivered to such transferee, (b) bound by any amendment of this Lease made without the consent of the holder of each Mortgage existing as of the date of such amendment (except for such amendments as are expressly required to be entered into under the terms of this Lease), (c) liable for damages for any breach, act or omission of any prior landlord, or (d) subject to any offsets or defenses which Tenant might have against any prior landlord; provided, however, that after succeeding to Landlord's interest under this Lease, such transferee shall agree to perform in accordance with the terms of this Lease all obligations of Landlord arising after the date of transfer. Within ten (10) days after the request of such transferee, Tenant shall execute, acknowledge and deliver any requisite or appropriate document submitted to Tenant confirming such attornment (which document shall be reasonably acceptable to Tenant).

21.3 If any prospective or current holder of a Mortgage requires that modifications to this Lease be obtained, and provided that such modifications (a) are reasonable, (b) do not adversely affect in a material manner Tenant's use of the Premises as herein permitted, (c) do not increase the rent and other sums to be paid by Tenant, and (d) do not reduce in any material respect Tenant's rights, protections, or the services required to be provided to the Premises hereunder, then Landlord may submit to Tenant an amendment to this Lease incorporating such required modifications, and Tenant shall execute, acknowledge and deliver such amendment (which amendment shall be reasonably acceptable to Tenant) to Landlord within ten (10) days after Tenant's receipt thereof.

21.4 If (a) the Building or the Land, or both, are at any time subject to a Mortgage, (ii) this Lease and rent payable hereunder is assigned to the holder of the Mortgage, and (iii) the Tenant is given notice of such assignment, including the name and address of the assignee, then, in that event, Tenant shall not terminate this Lease or make any abatement in the rent payable hereunder for any default on the part of the Landlord without first giving notice, in the manner provided elsewhere in this Lease for the giving of notices, to the holder of such Mortgage, specifying the default in reasonable detail, and affording such holder a reasonable opportunity to make performance, at its election, for and on behalf of the Landlord, except that (x) such holder shall have at least 30 days to cure the default; (y) if such default cannot be cured with reasonable diligence and continuity within 30 days, such holder shall have any additional time as may be reasonably necessary to cure the default with reasonable diligence and continuity; and (z) if the default cannot reasonably be cured without such holder having obtained possession of the Building, such holder shall have such additional time as may be reasonably necessary under the circumstances to obtain possession of the Building and thereafter to cure the default with reasonable diligence and continuity. If more than one such holder makes a written request to Landlord to cure the default, the holder making the request whose lien is the most senior shall have such right.

21.5 Notwithstanding anything in this Article XXI to the contrary, Landlord shall use commercially reasonable efforts to obtain from any existing mortgagee with an interest in the Building or the Land a subordination, non-disturbance, and attornment agreement ("SNDA") for the benefit of Tenant, which SNDA shall be on such mortgagee's standard form thereof, and which SNDA shall be executed, acknowledged, and returned by Tenant within ten (10) business days following Landlord's written request therefor; provided, however, that (i) Tenant shall be responsible for any and all fees, costs, and charges imposed by any such mortgagee or ground lessor in connection with such SNDA, or any negotiation or modification thereof requested by Tenant, and (ii) in the event that any such mortgagee fails or refuses to provide an SNDA hereunder, Landlord shall not be deemed in default hereunder, nor shall Tenant have any right to terminate this Lease as a result thereof.

ARTICLE XXII - Holding Over

22.1 Tenant acknowledges that it is extremely important that Landlord have substantial advance notice of the date on which Tenant will vacate the Premises, because Landlord will require an extensive period to locate a replacement tenant and because Landlord plans its entire leasing and renovation program for the Building in reliance on its lease expiration dates. Tenant also acknowledges that if Tenant fails to surrender the Premises or any portion thereof at the expiration or earlier termination of the Lease Term, then it will be conclusively presumed that the value to Tenant of remaining in possession, and the loss that will be suffered by Landlord as a result thereof, far exceed the Base Rent and additional rent that would have been payable had the Lease Term continued during such holdover period. Therefore, if Tenant (or anyone claiming through Tenant) does not immediately surrender the Premises or any portion thereof upon the expiration or earlier termination of this Lease Term, then the Base Rent and additional rent payable by Tenant hereunder shall be increased to equal (1) one hundred fifty percent (150%) of the Base Rent and additional rent payable by Tenant hereunder as of the expiration or earlier termination of this Lease for the initial sixty (60) days of such holding over, and (2) two hundred percent (200%) of the Base Rent and additional rent payable by Tenant hereunder as of the expiration or earlier termination of this Lease for any holding over that continues beyond sixty (60) days. Such rent shall be computed by Landlord and paid by Tenant on a monthly basis and shall be payable on the first day of such holdover period and the first day of each calendar month thereafter during such holdover period until the Premises have been vacated. Notwithstanding any other provision of this Lease, Landlord's acceptance of such rent shall not in any manner adversely affect Landlord's other rights and remedies, including Landlord's right to evict Tenant and to recover all damages. Any such holdover shall be deemed to be a tenancy-at-sufferance and not a tenancy-at-will or tenancy from month-to-month. In no event shall any holdover be deemed a permitted extension or renewal of the Lease Term, and nothing contained herein shall be construed to constitute Landlord's consent to any holdover or to give Tenant any right with respect thereto.

ARTICLE XXIII - Covenants of Landlord

23.1 Landlord covenants that it has the right to enter into this Lease, and that if Tenant shall perform timely all of its obligations hereunder, then, subject to the provisions of this Lease, Tenant shall during the Lease Term peaceably and quietly occupy and enjoy the full possession of the Premises without hindrance by Landlord or any party claiming through or under Landlord.

23.2 Subject to the terms and provisions of this Lease, Landlord reserves the following rights: (a) to change the street address and name of the Building; (b) to change the arrangement and location of entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets or other public parts of the Building; (c) to erect, use and maintain pipes, wires, structural supports, ducts and conduits in and through the Premises; (d) to grant to anyone the exclusive right to conduct any particular business in the Building not inconsistent with Tenant's permitted use of the Premises; (e) to exclusively use and/or lease the roof areas, the sidewalks and other exterior areas; (f) to resubdivide the Land or to combine the Land with other lands; (g) to relocate any Parking Areas designated for Tenant's use; (h) to construct improvements (including kiosks) on the Land and in the public and common areas of the Building; (i) to prohibit smoking in the entire Building or portions thereof (including the Premises) and on the Land, so long as such prohibitions are in accordance with applicable law; (j) to decorate or maintain or to make repairs, alterations, additions or improvements, whether structural or otherwise, in and about the Land or the Building, or any part of any thereof, or to make alterations and/or repairs in and to the Premises, and for such purposes to enter upon the Premises upon not less than twenty-four (24) hours' prior notice (which prior notice shall not be required in the event of an emergency), and, during the continuance of any such work, to take into and upon or through the Premises all materials required to make such decorations, repairs, maintenance, alterations or improvements, to erect scaffolding and other structures

as may be reasonably required, to close roads, drives, doors, entryways, public space and corridors in the Land or the Building on a temporary basis, and to interrupt or suspend temporarily Building services and facilities, all without abatement of Rent or affecting any of Tenant's obligations hereunder, so long as the Premises are reasonably accessible; (k) to temporarily limit or prevent access to the Land or otherwise take such action or preventative measures deemed necessary by Landlord for the safety of tenants or other occupants of the Land or the protection of the Land and other property located thereon or therein, in case of fire, invasion, insurrection, riot, civil disorder, public excitement or other dangerous condition, or threat thereof; and (l) if any excavation or other substructure work shall be made or authorized to be made upon land adjacent to the Building or the Land, to enter the Premises (subject to the notice provisions hereinabove set forth) for the purpose of doing such work as is required to preserve the walls of the Building and to preserve the land from injury or damage and to support such walls and land by proper foundations. Landlord may exercise any or all of the foregoing rights without being deemed to be guilty of an eviction, actual or constructive, or a disturbance of Tenant's business or use or occupancy of the Premises; provided, however, that Landlord shall use commercially reasonable efforts to minimize any interference with Tenant's business operations in the Premises, and shall maintain reasonable access to the Premises, in connection with any such work performed by Landlord hereunder.

ARTICLE XXIV - Parking

During the Lease Term, Tenant shall have the right and license to use, without additional charge therefor, up to, but not in excess of, eighteen (18) reserved surface parking spaces (the "**Reserved Parking Spaces**") for the parking of standard-sized passenger automobiles in the Parking Areas, which Reserved Parking Spaces shall be located in those portions of the Parking Areas as are designated and cross-hatched on Exhibit G attached hereto and incorporated herein. Landlord shall have the right to relocate any or all such Reserved Parking Spaces from time to time to such other reserved parking spaces located in the Parking Areas as are reasonably acceptable to Landlord and Tenant. Landlord may, at Landlord's sole option, issue parking permits to Tenant for any or all such Reserved Parking Spaces from time to time (provided, however, that, subject to availability, Tenant and the Tenant Invitees may use additional parking spaces in excess of the foregoing Reserved Parking Spaces after 5:00 p.m. on Mondays through Fridays, and at anytime on weekends, as may be reasonably necessary in connection with Tenant's business operations in the Premises, all of which additional parking spaces shall be on an unreserved, "first come, first served" basis). Tenant shall not assign, sublet or transfer any parking permits (except to a Permitted Transferee pursuant to a Permitted Transfer), and any attempted assignment, sublet, or transfer shall be void. Tenant and its employees shall observe reasonable safety precautions in the use of the Parking Areas and shall at all times abide by all rules and regulations governing the use of the Parking Areas promulgated by Landlord or the Parking Area operator. The Reserved Parking Spaces shall be reserved and are to be used by Tenant and any Tenant Invitees subject in all events to the rules and regulations applicable to the Parking Areas, as the same may be amended from time to time. Landlord reserves the right to build improvements upon, reduce the size of, relocate, reconfigure, eliminate, and/or make alterations or additions to such Parking Areas at any time (so long as Tenant's parking rights as expressly set forth herein are not materially reduced thereby), and further reserves the right to tow or cause to be towed any violator(s) of the applicable parking rules and regulations, which towing shall be at the sole cost and expense of such violator(s). Landlord further reserves the right to regulate parking within the Parking Areas, including the right to preclude Tenant from parking in certain parking spaces (other than the Reserved Parking Spaces) or requiring Tenant and any Tenant Invitees to park their cars only in areas specifically designated from time to time by Landlord for that purpose. No overnight parking is allowed unless expressly otherwise authorized by Landlord. Automobile license numbers of Tenant's employees' cars shall be furnished to Landlord upon Landlord's request. Tenant shall not permit vehicles to be abandoned or stored in the Parking Areas. The use of any and all such Reserved Parking Spaces and the Parking Areas shall at all times be at the sole risk of Tenant and the Tenant Invitees, and in no event shall Landlord have any liability whatsoever, whether to Tenant

or to any Tenant Invitees, or to any other party, for any damage to any automobiles, motor vehicles, or other property parked or otherwise located in or about the Parking Areas from time to time.

ARTICLE XXV - ERISA

It is understood that from time to time during the Lease Term, Landlord may be subject to the provisions of the Employee Retirement Income Security Act of 1974 (as amended, "ERISA") and, as a result, may be prohibited by Law from engaging in certain transactions. Tenant represents and warrants that, at the time this Lease is entered into and at any time thereafter when its terms are amended or modified: (a) Tenant is not an employee pension benefit plan subject to the provisions of Title IV of ERISA or subject to the minimum funding standards under Part 3, Subtitle B, Title I of ERISA or Section 412 of the Internal Revenue Code or Section 302 of ERISA, and none of its assets constitutes or will constitute assets of any such employee benefit plan subject to Part 4, Subtitle B, Title I of ERISA; and (b) Tenant is not a "governmental plan" within the meaning of Section 3(32) of ERISA and the funds used by Tenant for the payment of Rent or the performance of its other obligations hereunder are not subject to State statutes regulating investments of and fiduciary obligations with respect to governmental plans. Tenant further agrees to execute such documents (which documents shall be reasonably acceptable to Tenant) or provide such information as Landlord may reasonably request from time to time to permit Landlord to determine whether: (x) this Lease or the performance of any obligations hereunder would constitute a prohibited transaction under ERISA or any applicable similar prohibition under State Law; (y) this Lease and the performance of any obligations hereunder is otherwise in full compliance with ERISA and such applicable similar State Laws; and (z) Landlord would be in violation of ERISA or any applicable similar State Laws by complying with this Lease.

ARTICLE XXVI - Patriot Act

Tenant is not, and shall not during the Lease Term become, a person or entity with whom Landlord is restricted from doing business under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (commonly known as the "**USA Patriot Act**") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto (collectively, and as amended from time to time, the "**Anti-Terrorism Laws**"), including, without limitation, persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List (collectively, "**Prohibited Persons**"). Tenant is not currently engaged in any transactions or dealings, or otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the Premises. Tenant will not in the future during the Term engage in any transactions or dealings, or be otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the Premises. Breach of these representations constitutes an Event of Default under this Lease without further notice and shall entitle Landlord to any and all remedies available thereunder, or at Law or in equity, including, without limitation, the right to immediately terminate this Lease.

ARTICLE XXVII - REIT Matters

27.1 It is intended that all Rent and other sums payable by Tenant to Landlord, which includes all sums, charges, or amounts of whatever nature to be paid by Tenant to Landlord in accordance with the provisions of this Lease, shall qualify as "rents from real property" ("**Qualified Rents**") within the meaning of Section 512(b)(3) and 856(d) of the Internal Revenue Code (as amended, the "**Code**") and the regulations thereunder (the "**Tax Regulations**"). If Landlord, in its sole discretion, determines that there is any risk that all or part of any Rent shall not qualify as Qualified Rents for the purposes of Sections 512(b)(3) or 856(d) of the Code and Tax Regulations, Tenant agrees (i) to reasonably cooperate with Landlord by entering into such commercially reasonable amendment or

amendments to this Lease as Landlord deems reasonably necessary to qualify all Rent as Qualified Rents, provided, however, that any adjustments required under this Section 27.1 shall be made so as to produce the equivalent (in economic terms) Rent as payable before the adjustment, and (ii) to permit an assignment of this Lease, in each case provided such restructuring or assignment will not have a material economic impact on Tenant, or materially reduce or materially affect Tenant's rights under this Lease or materially increase Tenant's liabilities under this Lease.

27.2 Without limiting Landlord's right to withhold its consent to any transfer by Tenant, and regardless of whether Landlord shall have consented to any such transfer, neither Tenant, nor any other person having an interest in the possession, use, or occupancy of any portion of the Premises, shall enter into any sublease, license, concession, assignment, or other transfer or agreement for possession, use, or occupancy of all or any portion of the Premises which provides for rental or other payment for such use, occupancy, or utilization based, in whole or in part, on the net income or profits derived by any person or entity from the space so leased, used, or occupied, and any such purported sublease, license, concession, assignment, or other transfer or agreement shall be absolutely void and ineffective as a conveyance of any right or interest in the Premises. There shall be no deduction from the rental payable under any sublease or other transfer nor from the amount of the rental passed on to any person or entity, for any expenses or costs related in any way to the subleasing or transfer of such space.

ARTICLE XXVIII - General Provisions

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

28.2 Nothing contained in this Lease shall be construed as creating any relationship between Landlord and Tenant other than that of landlord and tenant. Tenant shall not use the name of the Building for any purpose other than as the address of the business to be conducted by Tenant in the Premises, use the name of the Building as Tenant's business address after Tenant vacates the Premises, or do or permit to be done anything in connection with Tenant's business or advertising which in the reasonable judgment of Landlord may reflect unfavorably on Landlord or the Building or confuse or mislead the public as to any apparent connection or relationship between Landlord, the Building and Tenant.

28.3 Landlord and Tenant each warrants to the other that in connection with this Lease it has not employed or dealt with any broker, agent or finder, other than the Broker(s). Landlord acknowledges that Landlord shall pay any commission or fee due to the Broker(s) pursuant to a separate agreement. Tenant shall indemnify and hold Landlord harmless from and against any claim for brokerage or other commissions asserted by any broker, agent or finder employed by Tenant or with whom Tenant has dealt, other than the Broker(s). Landlord shall indemnify and hold Tenant harmless from and against any claim for brokerage or other commissions asserted by any broker, agent or finder employed by Landlord or with whom Landlord has dealt, other than the Broker(s).

28.4 At any time and from time to time, upon not less than ten (10) days' prior written notice, Tenant and each subtenant, assignee, licensee or concessionaire or occupant of Tenant shall execute, acknowledge and deliver to Landlord and/or any other person or entity designated by Landlord, a written estoppel certificate or statement certifying: (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications); (b) the dates to which the rent and any other charges have been paid; (c) whether or not Landlord is in default in the performance of any obligation, and if so, specifying the nature of such

default; (d) the address to which notices to Tenant are to be sent; (e) that the subordination provisions of this Lease have not theretofore been amended; (f) that Tenant has accepted the Premises and that the Tenant Improvement Work thereto has been completed (or if such work has not been completed, specifying the incomplete work); and (g) such other matters as Landlord may reasonably request. Any such statement may be relied upon by any owner of the Building or the Land, any prospective purchaser of the Building or the Land, any holder or prospective holder of a Mortgage or any other person or entity. Tenant acknowledges that time is of the essence to the delivery of such statements and that Tenant's failure to deliver timely such statements may cause substantial damages resulting from, for example, delays in obtaining financing secured by the Building. If any such statement is not delivered timely by Tenant, then all matters contained in such statement shall be deemed true and accurate.

28.5 LANDLORD, TENANT, ALL GUARANTORS AND ALL GENERAL PARTNERS EACH WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT HEREUNDER, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE. LANDLORD, TENANT, ALL GUARANTORS AND ALL GENERAL PARTNERS EACH WAIVES ANY OBJECTION TO THE VENUE OF ANY ACTION FILED IN ANY COURT SITUATED IN THE JURISDICTION IN WHICH THE BUILDING IS LOCATED, AND WAIVES ANY RIGHT, CLAIM OR POWER, UNDER THE DOCTRINE OF FORUM NON CONVENIENS OR OTHERWISE, TO TRANSFER ANY SUCH ACTION TO ANY OTHER COURT.

28.6 All notices or other communications required under this Lease shall be in writing and shall be deemed duly given and received when delivered in person (with receipt therefor), on the next business day after deposit with a recognized overnight delivery service, or on the second day after being sent by certified or registered mail, return receipt requested, postage prepaid, at the respective addresses specified in Article 1. Either party may change its address for the giving of notices by notice given in accordance with this Section 28.6. If Landlord or the holder of any Mortgage notifies Tenant that a copy of any notice to Landlord shall be sent to such holder at a specified address, then Tenant shall send (in the manner specified in this Section 28.6 and at the same time such notice is sent to Landlord) a copy of each such notice to such holder, and no such notice shall be considered duly sent unless such copy is so sent to such holder. Any such holder shall have the rights set forth in Section 21.4. Any cure of Landlord's default by such holder shall be treated as performance by Landlord.

28.7 Each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, then such provision shall be deemed to be deleted, and the remainder of this Lease and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby. Nothing contained in this Lease shall be construed as permitting Landlord to charge or receive interest in excess of the maximum rate allowed by law.

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

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

28.10 This Lease contains and embodies the entire agreement of the parties hereto and supersedes all prior agreements, negotiations, letters of intent, proposals, representations, warranties, understandings, suggestions and discussions, whether written or oral, between the parties hereto. Any representation, inducement, warranty, understanding or agreement that is not expressly set forth in this Lease shall be of no force or effect. This Lease may be modified or changed in any manner only by an instrument signed by both parties. This Lease includes and incorporates all Exhibits attached hereto.

28.11 This Lease shall be governed by the Laws of the jurisdiction in which the Building is located. There shall be no presumption that this Lease be construed more strictly against the party who itself or through its agent prepared it, it being agreed that all parties hereto have participated in the preparation of this Lease and that each party had the opportunity to consult legal counsel before the execution of this Lease.

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

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

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

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

28.16 Neither this Lease nor a memorandum thereof shall be recorded.

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

28.18 The rentable area in the Building and in the Premises shall be determined by Landlord's architect in substantial accordance with the ANSI/BOMA Z65.1 - 1996 method of measurement (the "**Measurement Standard**").

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

28.20 Tenant's liabilities and obligations with respect to the period prior to the expiration or earlier termination of the Lease Term shall survive such expiration or earlier termination.

28.21 If Landlord or Tenant is in any way delayed or prevented from performing any non-monetary obligation under this Lease due to fire, act of God, governmental act or failure to act, strike, labor dispute, inability to procure materials, or any cause beyond such party's reasonable control whether similar or dissimilar to the foregoing events (but not including financial inability, lack of funds, or the

like), then the time for performance of such non-monetary obligation shall be excused for the period of such delay or prevention and extended for a period equal to the period of such delay, interruption or prevention; provided, however, that the foregoing shall not apply to any obligations imposed with regard to Base Rent, additional rent, and/or other charges to be paid by Tenant pursuant to this Lease.

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

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

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

28.25 Tenant and the person executing and delivering this Lease on Tenant's behalf each represents and warrants that such person is duly authorized to so act; that Tenant is duly organized, is qualified to do business in the jurisdiction in which the Building is located, is in good standing under the Laws of the state of its organization and the Laws of the jurisdiction in which the Building is located, and has the power and authority to enter into this Lease; and that all action required to authorize Tenant and such person to enter into this Lease has been duly taken.

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

28.27 [Intentionally Omitted]

28.28 Neither Tenant nor any other person having an interest in the possession, use, occupancy or utilization of the Premises shall enter into any lease, sublease, license, concession, assignment or other agreement for use, occupancy or utilization for space in the Premises which provides for rental or other payment for such use, occupancy or utilization based in whole or in part on the net income or profits derived by any person from the party leased, used, occupied or utilized (other than an amount based on a fixed percentage or percentages of receipts or sales), and Tenant agrees that any such proposed lease, sublease, license, concession, assignment or other agreement shall be absolutely void and ineffective as a conveyance of any right or interest in the possession, use, occupancy or utilization of any part of the Premises.

28.29 [Intentionally Omitted]

28.30 Tenant hereby agrees that it will not release or cause or permit to be released to the public any press notices, publicity (oral or written) or advertising promotion relating to, or otherwise publicly announce or disclose or cause or permit to be publicly announced or disclosed, in any manner whatsoever, the terms, conditions or substance of this Lease. It is understood that the foregoing shall not preclude Tenant from discussing the substance or any relevant details of this Lease on a confidential basis with any of its attorneys, accountants, professional consultants, financial advisors, rating agencies, or potential lenders, as the case may be, or prevent it from complying with applicable Laws, including,

without limitation, governmental regulatory, disclosure, tax and reporting requirements. In addition to any other remedies available to Landlord, Landlord shall have the right to seek equitable relief, including, without limitation, injunctive relief or specific performance, against Tenant and/or any Tenant Invitees in order to enforce the provisions of this Section 28.30.

ARTICLE XXIX - Extension Options

29.1 Subject to the terms and conditions of this Article XXIX, Tenant shall have and is hereby granted two (2) one-time rights and options (each, an "**Extension Option**", and, collectively, the "**Extension Options**") to extend the Term of this Lease for two (2) additional consecutive periods of five (5) years each, the first such period commencing immediately upon expiration of the initial Lease Term hereof (the "**First Extended Term**"), and the second such period commencing immediately upon expiration of the First Extended Term (the "**Second Extended Term**"). The First Extension Option shall be exercised by Tenant, if at all, by giving written notice (the "**First Extension Notice**") to Landlord on or before, but not later than, the last day of the one hundred twentieth (120th) full calendar month following the Lease Commencement Date (the "**First Extension Option Exercise Date**"), and the Second Extension Option shall be exercised by Tenant, if at all, by giving written notice (the "**Second Extension Notice**") to Landlord on or before, but not later than, the last day of the one hundred eightieth (180th) full calendar month following the Lease Commencement Date (the "**Second Extension Option Exercise Date**"). Tenant's exercise of the Second Extension Option shall be subject to and conditioned upon Tenant's exercise of the First Extension Option as provided hereunder. In the event that Tenant fails to deliver the First Extension Notice to Landlord by the First Extension Option Exercise Date, Tenant shall be deemed to have irrevocably waived the First Extension Option, and the same shall be null, void, and of no further force or effect; and in the event Tenant fails to deliver the Second Extension Notice to Landlord by the Second Extension Option Exercise Date, Tenant shall be deemed to have irrevocably waived the Second Extension Option, and the same shall be null, void, and of no further force or effect. Time is of the essence with respect to the delivery of each of the First Extension Notice and the Second Extension Notice hereunder. Each of the First Extension Notice and the Second Extension Notice, respectively, and the election contained therein, shall be final and binding as to Tenant's exercise of the First Extension Option or the Second Extension Option, as the case may be, subject to the terms and provisions of this Article XXIX.

29.2 Each of the First Extended Term and the Second Extended Term shall be on the same terms, covenants, and conditions of this Lease, excluding the provisions of this Article XXIX (except with respect to the First Extended Term for which this Article XXIX shall continue to apply with respect to Tenant's right to exercise the Second Extension Option hereunder), as well as the provisions of Section 4.4 hereof, and except that Base Rent during the First Extended Term and the Second Extended Term, as the case may be, shall be at the Market Rental Rate (as hereinafter defined). In addition to the Base Rent as provided below, Tenant shall and hereby agrees to continue to pay to Landlord during the First Extended Term and the Second Extended Term, as the case may be, Tenant's Proportionate Share of Operating Charges and Real Estate Taxes, together with any and all other sums due and payable by Tenant hereunder, in accordance with the terms and provisions of this Lease, including, without limitation, Article V hereof.

29.3 The Base Rent during each of the First Extended Term and the Second Extended Term shall be at one hundred percent (100%) of the Market Rental Rate (as hereinafter defined) applicable to such period. For purposes hereof, "**Market Rental Rate**" shall mean the base rental, as of the date for which such Market Rental Rate is being calculated, per annum per square foot for comparable renewal space of comparable size for a similar term for comparably credit-worthy tenants by reference to comparable space primarily in the Building, and secondarily in other Comparable Buildings, but excluding those leases where the tenant has an equity interest in the property, and taking into account, as

appropriate, any then-prevailing market-based rental abatements, tenant allowances, property amenities, additional rent calculations, and other market-based lease concessions for renewal transactions. Within thirty (30) days following Landlord's receipt of Tenant's written request therefor (which request may be submitted by Tenant at any time on or after the date that is eighteen (18) months prior to the expiration of the initial Lease Term in the case of the Extension Option for the First Extended Term, or on or after the date that is eighteen (18) months prior to the expiration of the First Extended Term in the case of the Extension Option for the Second Extended Term, as applicable), Landlord shall advise Tenant of Landlord's determination of the Market Rental Rate at which Landlord is prepared to offer the Premises to Tenant for the First Extended Term or the Second Extended Term, as the case may be (each, a "**Landlord's Market Rental Rate Notice**"). Tenant shall thereafter deliver Tenant's First Extension Notice or Second Extension Notice, as the case may be, on or before the First Extension Option Exercise Date or Second Extension Option Exercise Date, as the case may be, which First Extension Notice or Second Extension Notice, as the case may be, shall state with specificity that (i) Tenant elects to exercise the First Extension Option or the Second Extension Option, as the case may be, on the terms outlined in the applicable Landlord's Market Rental Rate Notice, (ii) Tenant elects to exercise its First Extension Option or Second Extension Option, as the case may be, but disagrees with the Market Rental Rate set forth in the applicable Landlord's Market Rental Rate Notice (and setting forth Tenant's good faith calculation of the applicable Market Rental Rate), or (iii) Tenant declines to exercise its First Extension Option or Second Extension Option, as the case may be. Tenant's First Extension Notice or Second Extension Notice, as the case may be, and the election outlined therein shall be final and binding. In the event that Tenant shall fail to provide Tenant's First Extension Notice or Second Extension Notice, as the case may be, on or before the First Extension Option Exercise Date or Second Extension Option Exercise Date, as the case may be, or in the event that Tenant shall deliver Tenant's First Extension Notice or Second Extension Notice, as the case may be, electing the option set forth in Clause (iii) above, Tenant shall be deemed to have irrevocably waived its First Extension Option or Second Extension Option, as the case may be, hereunder. In the event that Tenant shall deliver Tenant's First Extension Notice or Second Extension Notice, as the case may be, electing the option set forth in Clause (i) above, the Market Rental Rate applicable during the First Extended Term or the Second Extended Term, as the case may be, shall be as set forth in the applicable Landlord's Market Rental Rate Notice. In the event that Tenant shall deliver Tenant's First Extension Notice or Second Extension Notice, as the case may be, electing the option set forth in Clause (ii) above, the Market Rent Rate shall be determined as follows:

(1) Landlord and Tenant, within ten (10) business days thereafter, shall each simultaneously submit to the other, in a sealed envelope, its good faith estimate of the Market Rental Rate (collectively referred to as the "**Estimates**"), as determined in accordance with this Section 29.3. If the higher of such Estimates is not more than one hundred five percent (105%) of the lower of such Estimates, then the Market Rental Rate shall be the average of the two Estimates.

(2) If the Market Rental Rate is not so resolved by the exchange of Estimates (i.e., if the higher of such Estimates is more than one hundred five percent (105%) of the lower of such Estimates), Landlord and Tenant, within ten (10) business days after the exchange of Estimates, shall each select a commercial real estate broker to determine which of the two Estimates most closely reflects the Market Rental Rate for the First Extended Term or the Second Extended Term, as the case may be, as determined in accordance with this Section 29.3. Each commercial real estate broker selected pursuant to this Article XXIX shall be a licensed commercial real estate broker in good standing, shall have had at least five (5) years' experience within the previous ten (10) years as a commercial real estate broker working in the "Reston, Virginia" submarket of the greater Washington, D.C. marketplace, shall have working knowledge of current rental rates and practices, and shall not be affiliated with either Landlord or Tenant. Upon selection, Landlord's and Tenant's commercial real estate brokers shall work together in good

faith to agree upon which of the two Estimates most closely reflects the Market Rental Rate for the First Extended Term or the Second Extended Term, as the case may be, as determined in accordance with this Section 29.3. The Estimate chosen by such commercial real estate brokers shall be binding on both Landlord and Tenant as the Market Rental Rate for the space in question.

(3) If either Landlord or Tenant fails to appoint a commercial real estate broker within the 10-business day period referred to above, the commercial real estate broker appointed by the other party shall be the sole commercial real estate broker for the purposes hereof. If the two commercial real estate brokers cannot agree upon which of the two Estimates most closely reflects the Market Rental Rate, as determined in accordance with this Section 29.3, within twenty (20) days after their appointment, then, within ten (10) days after the expiration of such 20-day period, the two commercial real estate brokers shall select a third commercial real estate broker meeting the aforementioned criteria (or, if such two commercial real estate brokers are unable to select a third commercial real estate broker, such selection shall be made by the regional office of the American Arbitration Association located in closest proximity to the Premises). Once the third commercial real estate broker has been selected as provided for above, then, as soon thereafter as practicable, but in any case within fourteen (14) days, the third commercial real estate broker shall make his or her determination of which of the two Estimates most closely reflects the Market Rental Rate, as determined in accordance with this Section 29.3, and such Estimate shall be binding on both Landlord and Tenant as the Market Rental Rate for the space in question. The parties shall share equally in the costs of the third commercial real estate broker and of any experts retained by the third commercial real estate broker. Any fees of any commercial real estate broker, counsel, or experts engaged directly by Landlord or Tenant, however, shall be borne by the party retaining such commercial real estate broker, counsel, or expert.

29.4 The Extension Options are personal to Beloved Yoga & Wellness, Inc. (and any Permitted Transferee pursuant to a Permitted Transfer) and such Extension Options may not be exercised by or for the benefit of, nor shall such Extension Options extend to, any assignee, subtenant, or any other party (other than a Permitted Transferee pursuant to a Permitted Transfer). It shall be a condition of Tenant's right to exercise the Extension Options that: (i) neither this Lease, nor Tenant's right to possession hereunder, shall have previously been terminated; (ii) there is no Event of Default by Tenant under any of the terms, covenants, or conditions of this Lease at the time that Tenant delivers Tenant's First Extension Notice or Second Extension Notice, as the case may be, or upon the commencement of the First Extended Term or the Second Extended Term, as the case may be; (iii) Tenant has not assigned this Lease, in whole or in part, or sublet all or any portion of the Premises (other than an assignment or sublease to a Permitted Transferee pursuant to a Permitted Transfer), at the time that Tenant delivers Tenant's First Extension Notice or Second Extension Notice, as the case may be, or upon the commencement of the First Extended Term or the Second Extended Term, as the case may be, (iv) Tenant (or a Permitted Transferee pursuant to a Permitted Transfer) is then leasing and occupying the entirety of the Premises at the time that Tenant delivers Tenant's First Extension Notice or Second Extension Notice, as the case may be, and upon the commencement of the First Extended Term or the Second Extended Term, as the case may be, and (v) there has been no material adverse change in the financial condition of Tenant, as reasonably determined by Landlord, at the time that Tenant delivers Tenant's First Extension Notice or Second Extension Notice, as the case may be, or upon the commencement of the First Extended Term or the Second Extended Term, as the case may be.

29.5 In the event that Tenant exercises any of its Extension Options under this Article XXIX, Landlord and Tenant shall enter into a mutually and reasonably acceptable amendment to this Lease setting forth the terms of each such Extension Option within ten (10) days following the delivery of such amendment to Tenant.

ARTICLE XXX - Restroom Work

Subject to the terms and provisions of this Article XXX, Landlord shall perform a one-time upgrade of and to the existing common area restrooms located on the first (1st) floor of the Building in order to cause such common area restrooms to comply with applicable ADA requirements in effect as of the date on which such compliance work is performed, including expansion of the existing handicapped stalls and replacing fixtures, finishes, lighting, counters, doors, hardware, and accessories with new, updated materials (collectively, the "**Restroom Work**"). Landlord shall perform the Restroom Work at Landlord's sole cost and expense utilizing in all instances Building-standard qualities and quantities of materials and finishes. Landlord shall construct the Restroom Work concurrently with Landlord's construction of the initial Tenant Improvement Work, and Landlord shall substantially complete the Restroom Work prior to the Lease Commencement Date, subject to force majeure events, applicable Laws, and delays attributable to the acts or omissions of Tenant or any Tenant Invitees. Tenant agrees to reasonably and promptly cooperate with Landlord in connection with the Restroom Work. Except for the Restroom Work specifically described herein and the Tenant Improvement Work set forth in the Work Letter, Landlord shall have no obligation or responsibility for any other alterations, repairs, or improvements in or to the Premises, and Tenant shall be solely responsible for any of the same. Notwithstanding anything in this Lease to the contrary, solely in the event that the Restroom Work has not been substantially completed by Landlord on or before the Lease Commencement Date, and as a result thereof Tenant is unable to procure a certificate of occupancy or other required governmental approval (whether temporary or permanent) authorizing Tenant to commence conducting business in the Premises as of the Lease Commencement Date, the Lease Commencement Date shall in such instance be extended on a day-for-day basis until the earlier of (i) the date on which Landlord substantially completes the Restroom Work, or (ii) the date on which Tenant is able to procure a certificate of occupancy or other required governmental approval (whether temporary or permanent) authorizing Tenant to commence conducting business in the Premises.

[SIGNATURE PAGE FOLLOWS]

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

WITNESS/ATTEST:

LANDLORD:

PRIII SUNSET HILLS VIRGINIA LLC, a Delaware limited liability company

By: Penzance Management LLC, a Delaware limited liability company, property management agent for Landlord

By: MICHAEL LEFFROWITZ
Name: MICHAEL LEFFROWITZ
Title: GENERAL MANAGER

WITNESS/ATTEST:

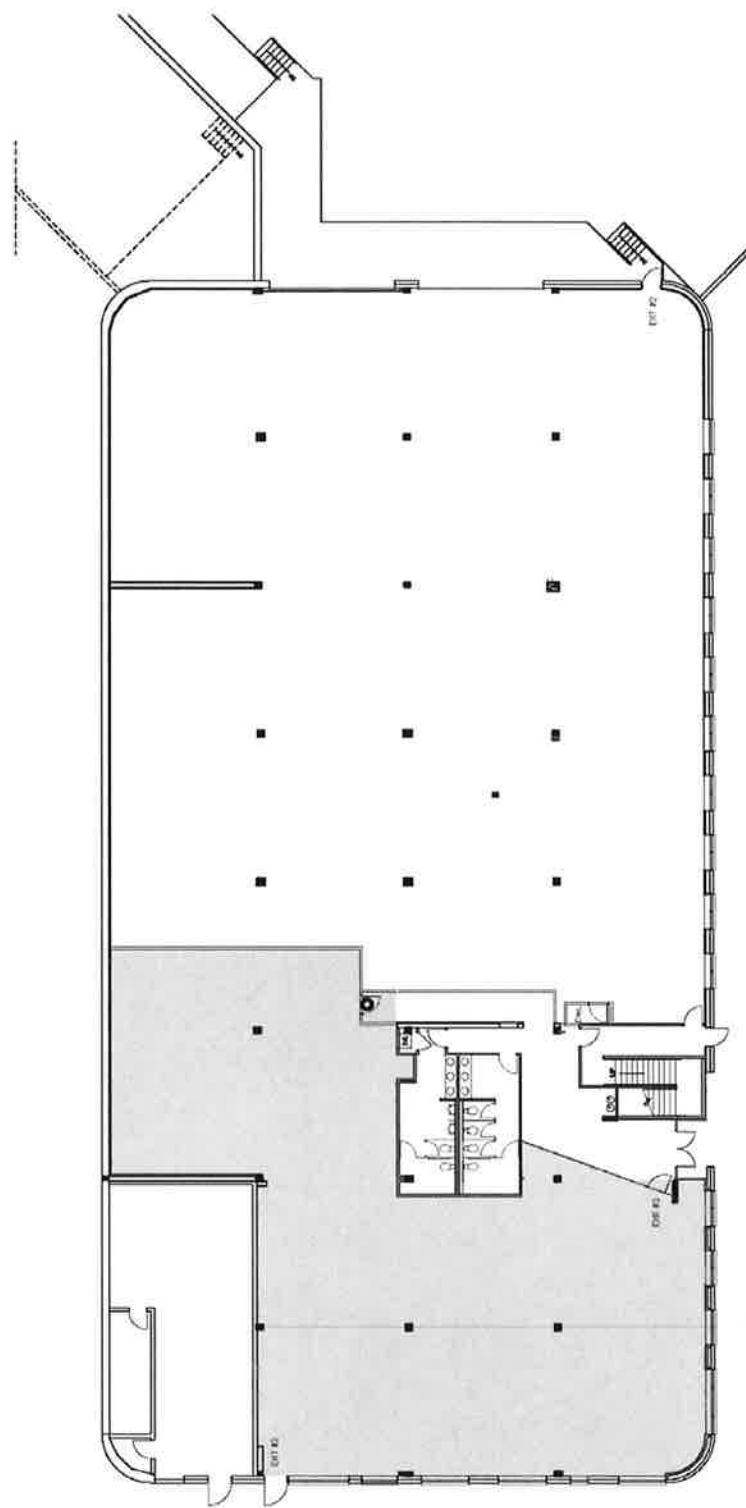
TENANT:

BELOVED YOGA & WELLNESS, INC., a Delaware corporation

By: Maryam Ovissi
Name: Maryam Ovissi
Title: President

EXHIBIT A

PLAN SHOWING PREMISES



LEGEND

BELOVED YOGA: 6,134 RSF



PENZANCE - FIRST FLOOR
11109 SUNSET HILLS ROAD RESTON, VA

LEASE PLAN
SCALE: NTS 107/24/17

EXHIBIT B

WORK LETTER

To induce Tenant to enter into the Lease (to which this Work Letter is attached) and in consideration of the mutual covenants hereinafter contained, Landlord and Tenant agree as follows:

1. Landlord shall construct, or cause to be constructed, leasehold improvements to the Premises (the "**Tenant Improvement Work**"), including, without limitation, the Tenant HVAC System, in substantial accordance with the Plans (as hereinafter defined). Concurrently with Landlord's construction of the Tenant Improvement Work hereunder, Landlord shall use commercially reasonable efforts to cause the existing parking lot serving the Building (or such portions thereof as are to be used in connection with the Premises) to be restriped in accordance with (or as otherwise permitted by) applicable code requirements.

(a) Within five (5) business days following the Effective Date hereof, Tenant shall prepare, or cause to be prepared, by The M Group Architects & Interior Architects ("**Tenant's Architect**"), and delivered to Landlord, a preliminary space plan for the Premises (the "**Space Plan**"). Tenant shall cause the Space Plan (and any modifications thereof) to comply with all applicable Laws. The Space Plan shall be subject to Landlord's approval, which approval shall not be unreasonably withheld, conditioned, or delayed so long as the improvements envisioned in such Space Plan do not interfere with and/or adversely affect in any material respect the Building Structure or Systems. Within ten (10) business days after the Space Plan has been received by Landlord, Landlord shall approve or disapprove the Space Plan in writing, and in the case of disapproval, Landlord shall advise Tenant of the specific changes required so that the Space Plan will meet Landlord's approval. Tenant shall thereafter revise the Space Plan to address all of Landlord's approval requirements, and shall resubmit the revised Space Plan to Landlord within five (5) business days following Landlord's disapproval for review. Within five (5) business days after the revised Space Plan has been received by Landlord, Landlord shall approve or disapprove the revised Space Plan in writing as aforesaid. This process shall continue until the Space Plan has been approved by Landlord in all respects. The Space Plan shall be at Tenant's sole cost and expense, subject to application of the Tenant Improvement Allowance thereto as hereinafter provided. If Landlord fails to approve or disapprove the Space Plan or any revisions thereto within the aforementioned 10-business day or 5-business day periods, as the case may be, and Landlord fails to so approve or disapprove the Space Plan or any revisions thereto within three (3) business days following Landlord's receipt of a second written request therefor (which second written request shall state in BOLDFACED CAPITAL LETTERS that "**LANDLORD'S FAILURE TO RESPOND TO THIS SECOND REQUEST FOR APPROVAL OR DISAPPROVAL WITHIN THREE (3) BUSINESS DAYS FOLLOWING LANDLORD'S RECEIPT HEREOF SHALL BE DEEMED LANDLORD'S APPROVAL TO THE SPECIFIC [SPACE PLAN or REVISED SPACE PLAN (as applicable)] DETAILED HEREIN**"), such failure shall be deemed an approval of the Space Plan or the applicable revisions thereto, as the case may be.

(b) Within ten (10) business days following Landlord's approval of the Space Plan, Tenant shall prepare, or cause to be prepared, by Tenant's Architect, and delivered to Landlord, working drawings for the construction of the improvements adequate in detail to perform the Tenant Improvement Work, and shall, to the extent required, have mechanical (sprinkler, air conditioning, heating, electrical, and plumbing) drawings prepared by a licensed mechanical engineer or contractor reasonably acceptable to Landlord covering mechanical elements of the Tenant Improvement Work, including, without limitation, the Tenant HVAC System (together with the Space Plan, the drawings are referred to as the "**Plans**"). Tenant shall cause the Plans (and any modifications thereof) to comply with all applicable

Laws. The Plans shall be subject to Landlord's approval, which approval shall not be unreasonably withheld, conditioned, or delayed so long as the improvements envisioned in such Plans do not interfere with and/or adversely affect in any material respect the Building Structure or Systems. Within ten (10) business days after the Plans have been submitted to Landlord, Landlord shall approve or disapprove the Plans in writing, and in the case of disapproval, Landlord shall advise Tenant of the specific changes required so that the Plans will meet Landlord's approval. Tenant shall thereafter revise the Plans to address all of Landlord's approval requirements, and shall resubmit the revised Plans to Landlord within five (5) business days following Landlord's disapproval for review. Within five (5) business days after the revised Plans have been submitted to Landlord, Landlord shall approve or disapprove the revised Plans in writing as aforesaid. This process shall continue until the parties have approved the Plans in all respects. The Plans shall be at Tenant's sole cost and expense (subject to application of the Tenant Improvement Allowance thereto as hereinafter provided). Notwithstanding anything to the contrary contained herein, Landlord shall have the right to disapprove, in its sole discretion, any portion of the Plans (as well as any portions or components of the Tenant Improvement Work and any Additional Work) that Landlord believes will or may affect the exterior of the Building or the Building Structure and Systems.

(c) Neither review nor approval by Landlord of the Plans, or any component thereof, shall constitute a representation or warranty by Landlord that such Plans, or any component thereof, either (i) are complete or suitable for their intended purpose, (ii) comply with applicable Laws, (iii) are sufficient to enable issuance of a building permit for the undertaking of the Tenant Improvement Work in the Premises, or (iv) will not interfere with, and/or otherwise affect, the Building Structure and Systems (and if the Plans must be revised for such reasons, or otherwise, such revisions shall be at Tenant's cost and any delay arising in connection therewith shall constitute a Tenant Delay), it being expressly understood and agreed by Tenant that Landlord assumes no responsibility or liability whatsoever to Tenant or to any other person or entity for such completeness, suitability, or compliance.

(d) Upon final approval of the Plans, Landlord shall (or shall cause its agent to) cause the Tenant Improvement Work to be competitively bid among such licensed and insured general contractors (two (2) of which may be proposed by Tenant) as are reasonably acceptable to Landlord. Landlord shall select the general contractor to be awarded the contract for construction of the Tenant Improvement Work hereunder promptly following receipt of the bids submitted to Landlord in connection therewith. Landlord shall thereafter construct the Tenant Improvement Work (i) at Tenant's sole cost and expense (subject to application of the Tenant Improvement Allowance), (ii) utilizing Building-standard qualities and quantities of materials and finishes, (iii) in compliance with all applicable Laws, and (iv) in a good and workmanlike manner. Landlord shall cause the general contractor to warrant that the Tenant Improvement Work, the applicable components thereof, and the materials incorporated therein shall be free from defects in material and workmanship for a period of not less than one (1) full year from the date of Substantial Completion thereof, or for the duration of any third-party warranty period applicable to the Tenant Improvement Work, if longer. Such warranties shall run to the benefit of each of Tenant and Landlord.

(e) Landlord shall use commercially reasonable efforts to achieve Substantial Completion of the Tenant Improvement Work as soon as reasonably practicable following the commencement thereof, subject in any case to force majeure events, applicable Laws, and delays attributable to the acts or omissions of Tenant or Tenant's officers, agents, employees, contractors, consultants, subtenants, or licensees, including, without limitation, (i) any failure or delay of Tenant in preparing, revising, or submitting the Space Plan, or any revisions thereto, pursuant to, and in accordance with, this Work Letter, (ii) any failure or delay of Tenant in preparing, revising, or submitting all or any portion of the Plans, or any revisions thereto, or the Tenant Improvement Work pursuant to, and in accordance with, this Work Letter, (iii) Tenant's delay in submitting or approving any other drawings,

plans or specifications, (iv) any request for changes or modifications in or to the Tenant Improvement Work, or any component thereof, or any request for Additional Work (as hereinafter defined), (v) any failure or delay of Tenant in depositing the Excess (as hereinafter defined), any costs of Additional Work, or any increases in either of the foregoing, as the case may be, with Landlord as hereinafter provided, (vi) Tenant's failure, within three (3) business days after request therefor, to provide Landlord with any other information reasonably requested by Landlord for the purpose of completing the Plans or the ordering of materials or the letting of bids for the Tenant Improvement Work, (vii) delay in the completion of work by any person (other than Landlord or its contractors) performing work for Tenant, (viii) installation of Tenant's telephone and/or other communications systems, (ix) any direction by Tenant that Landlord hold up proceeding or continuing with a segment of the Tenant Improvement Work preliminary to possible Additional Work or for any other reason, (x) Long Lead Items (hereinafter defined), (xi) any delay in completing the Tenant Improvements resulting from the Plans (A) being incomplete, inaccurate, or otherwise deficient, or (b) deviating from the final Space Plan, applicable code requirements and/or any Laws, and (xii) any other act or omission of Tenant or Tenant's officers, agents, employees, contractors, consultants, subtenants, or licensees (each, a "**Tenant Delay**"). In any such event, no Tenant Delay shall postpone or defer the Lease Commencement Date, or Tenant's obligation to pay Rent as of the Lease Commencement Date, but the Lease Commencement Date shall occur on the day when it would otherwise have occurred if such Tenant Delay had not occurred, and the period of time for the Substantial Completion of the Premises shall be extended for a period of time equal to the number of days of such Tenant Delay. In addition, Tenant shall pay to Landlord all additional costs incurred by Landlord resulting from any Tenant Delay that are in excess of the then-remaining Tenant Improvement Allowance, including, without limitation, delay damages to Landlord's general contractor under the contract for the construction of the Tenant Improvement Work. Any such sums shall be paid to Landlord within ten (10) days after demand therefor by Landlord.

2. Any other work desired by Tenant, and approved by Landlord (which approval shall not be unreasonably withheld, conditioned, or delayed), shall be performed by Landlord or Landlord's contractors, unless Landlord otherwise consents in writing. If Tenant desires any work in addition to the Tenant Improvement Work described in Paragraph 1 hereof ("**Additional Work**"), Tenant shall cause the necessary drawings, plans and specifications for the Additional Work to be included on the Plans, or shall submit to Landlord or Landlord's agent (at Tenant's sole cost and expense) the necessary drawings, plans and specifications for the Additional Work for approval. Prior to commencing any such Additional Work requested by Tenant, Landlord or Landlord's agent shall submit to Tenant a written estimate of the cost of such Additional Work. If Tenant shall fail to respond to said estimate within three (3) business days from the receipt thereof, the same shall be deemed disapproved in all respects by Tenant and, unless Tenant requests otherwise in writing, Landlord shall not be required to proceed thereon. If Tenant desires any changes in the Additional Work after having approved the initial plans and cost estimate, Tenant shall be required to sign such field order changes requested by Landlord or Landlord's contractors or agents to evidence any such change desired by Tenant. Tenant acknowledges that changes in the Additional Work, and all costs associated therewith, after the initial cost estimate has been approved by Tenant shall be Tenant's responsibility. Tenant shall be required to pay to Landlord the costs incurred by Landlord in connection with any such Additional Work, in full, within thirty (30) days after Landlord's invoice therefor (including reasonable supporting documentation).

3. Landlord shall make available to Tenant (1) an allowance (the "**Test-Fit Allowance**") in an amount not to exceed Seven Hundred Thirty-Six and 08/100 Dollars (\$736.08) (calculated by multiplying \$0.12 by 6,134, being the rentable area of the Premises), to be used towards payment of certain costs incurred by Tenant in connection with the initial Space Plan for the Premises, plus (2) an allowance (the "**Tenant Improvement Allowance**") in an amount not to exceed Four Hundred Twenty-Nine Thousand Three Hundred Eighty and No/100 Dollars (\$429,380.00) (calculated by multiplying \$70.00 by 6,134, being the rentable area of the Premises), to be used towards payment of costs incurred

by Tenant in connection with the Tenant Improvement Work and any Additional Work, including, without limitation, the costs of space planning, construction costs, all mechanical, architectural and engineering fees, working drawings, soft costs, permit fees, and Landlord's construction oversight fee (as hereinafter provided). If the actual cost of the Tenant Improvement Work and any Additional Work exceeds the Tenant Improvement Allowance based on the initial budget therefor (the "Excess"), Tenant shall deposit such Excess with Landlord prior to the commencement of construction hereunder, and Tenant shall thereafter pay to Landlord, within thirty (30) days following Landlord's invoice therefor (including reasonable supporting documentation) from time to time, any additional Excess as may be applicable from time to time in connection with any Additional Work or any increase in the costs of the Tenant Improvement Work and/or any such Additional Work (it being acknowledged, understood, and agreed that any and all costs of the Tenant Improvement Work and Additional Work in excess of the Tenant Improvement Allowance, whether part of the initial Excess or otherwise, shall be the sole responsibility of Tenant and shall be promptly paid by Tenant as and when due, and Landlord shall have no liability in connection therewith).

4. Landlord shall permit Tenant and its agents, contractors, and employees to enter the Premises approximately fourteen (14) days prior to the Lease Commencement Date (and only after such time as Landlord determines that the Tenant Improvement Work has been sufficiently completed in order to safely and efficiently permit such entry) in order that Tenant may commence installation of Tenant's equipment, furnishings, and furniture therein. Such permission is conditioned upon Tenant and its agents, contractors, and employees working in harmony and not interfering with Landlord and its agents, contractors, and employees in constructing or completing the Tenant Improvement Work. If at any time such entry shall cause or threaten to cause disharmony or interference, Landlord shall have the right to withdraw such permission upon twenty-four (24) hours' notice to Tenant. Tenant agrees that any such entry into and occupation of the Premises prior to the Lease Commencement Date shall be deemed to be under all of the terms, covenants, conditions, and provisions of this Lease, except as to the covenant to pay rent, and further agrees that Landlord shall not be liable in any way for any injury, loss, or damage which may occur to any of Tenant's work and installations made, or equipment, furnishings, and furniture installed, in the Premises prior to the Lease Commencement Date, the same being at Tenant's sole risk.

5. "**Substantial Completion**" of (or "**Substantially Completed**" or "**Substantially Complete**" with respect to) the Tenant Improvement Work shall be deemed to occur on the date when the Tenant Improvement Work has been completed or would have been completed but for any Tenant Delay (except for Punch List items which do not materially and adversely affect Tenant's use) such that Tenant is permitted to take occupancy of the Premises and is reasonably able to commence conducting business therein, and a certificate of occupancy or other governmental approval, if and only to the extent required, has been obtained by Landlord therefor (excepting, however, any certificate of occupancy or other governmental approval requirements within the control of Tenant). Landlord and Tenant shall participate in a walk-through inspection of the Premises (the "**Inspection**") within five (5) days after Landlord notifies Tenant that Substantial Completion of the Tenant Improvement Work has occurred (the "**Punch List Inspection Period**"), and Tenant's failure to do so within such Punch List Inspection Period shall (unless Landlord fails or refuses to participate in such Inspection within such Punch List Inspection Period) be deemed a waiver of Tenant's right to conduct such inspection and Tenant's acceptance of the Premises in its then existing condition). The parties shall identify in writing (the "**Punch List**") any unfinished Tenant Improvement Work or other "punchlist" items necessary for final completion of the Tenant Improvement Work within such 5-day period, and neither party shall unreasonably withhold, condition, or delay approval concerning any such items. Landlord shall use commercially reasonable efforts to complete any such unfinished Tenant Improvement Work or other Punch List items within sixty (60) days following the Inspection, subject to force majeure events, applicable Laws, and Tenant Delay. If there is any dispute as to whether Landlord has Substantially Completed the Tenant Improvement Work, Tenant shall so notify Landlord in writing prior to expiration of the Punch List Inspection Period

and Landlord shall thereupon request a good faith written decision by Landlord's architect (the "**Substantial Completion Determination**"), which Substantial Completion Determination shall be final and binding upon the parties. In the event that any particular item or items of the Tenant Improvement Work is or are not readily available in reasonable quantities in, or for delivery to, the Reston, Virginia marketplace or requires a long-term lead time to procure, obtain or install ("**Long Lead Items**"), Landlord shall notify Tenant of this fact promptly after ascertaining same. If Landlord has Substantially Completed all of the Tenant Improvement Work, as certified by Landlord's architect, except for those components of the Tenant Improvement Work which constitute Long Lead Items, then the Tenant Improvement Work shall be deemed to be Substantially Completed and the Lease Commencement Date shall not be delayed as a result thereof.

6. Tenant has designated Maryam Ovissi [Tel. No.: (202) 607-0754; E-Mail: maryam@belovedyoga.com] ("**Tenant's Authorized Representative**"), and Landlord has designated Frank J. Poli [Tel. No.: (202) 729-6417; E-Mail: fpoli@pzre.com] ("**Landlord's Authorized Representative**"), as the sole authorized representatives with respect to the matters set forth in this Work Letter, who, until further written notice from Tenant or Landlord, as the case may be, to the other party hereto, shall have full and exclusive authority and responsibility to act on behalf of their respective parties as required in this Work Letter. Any instructions or approvals delivered to either party by any other individual shall not be binding, unless otherwise expressly agreed to in writing by both Landlord and Tenant.

7. Tenant agrees to pay to Landlord as a construction management fee an amount equal to three percent (3%) of the aggregate costs of the Tenant Improvement Work and any Additional Work, which fee shall be deducted from the Tenant Improvement Allowance by Landlord from time to time upon completion of the various portions of the Tenant Improvement Work and any such Additional Work, and (ii) reimburse Landlord for any and all out-of-pocket costs and expenses incurred by Landlord to third parties in connection with the review and approval of the Tenant Improvement Work and any Additional Work, or any portion thereof, hereunder.

EXHIBIT C

RULES AND REGULATIONS

This Exhibit is attached to and made a part of that certain Lease Agreement dated as of July 25, 2017 (the "Lease"), by and between **PRIII SUNSET HILLS VIRGINIA LLC**, a Delaware limited liability company ("Landlord"), and **BELOVED YOGA & WELLNESS, INC.**, a Delaware corporation ("Tenant").

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

A. ALL TENANTS.

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

1. Tenant shall not obstruct or encumber or use for any purpose other than ingress and egress to and from the Premises any sidewalk, entrance, passage, court, elevator, vestibule, stairway, corridor, hall or other part of the Building not exclusively occupied by Tenant. No bottles, parcels or other articles shall be placed, kept or displayed on window ledges, in windows or in corridors, stairways or other public parts of the Building. Tenant shall not place any showcase, mat or other article outside the Premises.

2. Landlord shall have the right to control and operate the public portions of the Building and the facilities furnished for common use of the tenants, in such manner as Landlord deems best for the benefit of the tenants generally. Tenant shall not permit the visit to the Premises of persons in such numbers or under such conditions as to interfere with the use and enjoyment of the entrances, corridors, elevators and other public portions or facilities of the Building by other tenants. Tenant shall coordinate in advance with Landlord's property management department all deliveries to the Building so that arrangements can be made to minimize such interference. Tenant shall not permit its employees and invitees to congregate in the elevator lobbies or corridors of the Building. Canvassing, soliciting and peddling in the Building are prohibited, and Tenant shall cooperate to prevent the same.

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

4. Tenant shall not use the water fountains, water and wash closets, and plumbing and other fixtures for any purpose other than those for which they were constructed, and Tenant shall not place any debris, rubbish, rag or other substance therein (including, without limitation, coffee grounds). All damages from misuse of fixtures shall be borne by the tenant causing same.

5. Tenant shall not construct, maintain, use or operate within the Premises any electrical device, wiring or apparatus in connection with a loudspeaker system or other sound system that projects sound outside of the Premises, in connection with any excessively bright, changing, flashing, flickering or

moving light or lighting device, or in connection with any similar device or system, without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed for a sounds system providing music for a typical yoga and Pilates practice so long as such sound system does not project outside of the Premises. Tenant shall not construct, maintain, use or operate any such device or system outside of its Premises or within such Premises so that the same can be heard or seen from outside the Premises. No flashing, neon or search lights shall be used which can be seen outside the Premises.

6. Tenant shall not bring any bicycle, vehicle, animal, bird or pet of any kind into the Building, except bona fide service dogs in the company of visually-disabled persons visiting the Premises.

7. Except as specifically provided to the contrary in the Lease, Tenant shall not cook or permit any cooking on the Premises, except for microwave cooking and use of coffee machines by Tenant's employees for their own consumption. Tenant shall not install any microwave oven or coffee machine in the Premises without Landlord's prior written approval of such equipment and its location within the Premises, which approval shall not be unreasonably withheld, conditioned, or delayed. Tenant shall not cause or permit any unusual or objectionable odor to be produced upon or emanate from the Premises.

8. Tenant shall not make any unseemly or disturbing noise or disturb or interfere with occupants of the Building.

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

10. Tenant shall not place additional locks or bolts of any kind on any of the doors or windows, and shall not make any change in any existing lock or locking mechanism therein, without Landlord's prior written approval. Tenant shall keep doors leading to a corridor or main hall closed at all times except as such doors may be used for ingress or egress and shall lock such doors during all times the Premises are unattended. Tenant shall, upon the termination of its tenancy: (a) restore to Landlord all keys and security cards to stores, offices, storage rooms, toilet rooms, the Building and the Premises which were either furnished to, or otherwise procured by, Tenant, and in the event of the loss of any keys so furnished, Tenant shall pay the replacement cost thereof; and (b) inform Landlord of the combination of any lock, safe and vault in the Premises. At Landlord's request, a charge of Three and No/100 Dollars (\$3.00) per key shall be paid for all keys in excess of two (2) for each public entrance door to the Premises. Tenant's key system shall be consistent with that for the rest of the Building.

11. Tenant shall not install or operate in the Premises any electrically operated equipment or machinery without obtaining the prior written consent of Landlord. Landlord may condition such consent upon Tenant's payment of additional rent in compensation for the excess consumption of electricity or other utilities and for the cost of any additional wiring or apparatus that may be occasioned by the operation of such equipment or machinery. Tenant shall not install any equipment of any type or nature

that will or may necessitate any changes, replacements or additions to, or changes in the use of, the water system, heating system, plumbing system, air-conditioning system or electrical system of the Premises or the Building, without obtaining Landlord's prior written consent, which consent may be granted or withheld in Landlord's sole and absolute discretion. If any machine or equipment of Tenant causes noise or vibration that may be transmitted to such a degree as to be objectionable to Landlord or any tenant in the Building, then Landlord shall have the right to install at Tenant's expense vibration eliminators or other devices sufficient to reduce such noise and vibration to a level satisfactory to Landlord or to require Tenant to do the same.

12. Landlord reserves the right to exclude from the Building at all times any person who does not properly identify himself to the Building management or attendant on duty. Landlord shall have the right to exclude any undesirable or disorderly persons from the Building at any time. Landlord may require all persons admitted to or leaving the Building to show satisfactory identification and to sign a register.

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

14. Tenant, before closing and leaving the Premises at any time, shall see that all windows are closed and all lights and equipment are turned off, including, without limitation, coffee machines.

15. Tenant shall not request Landlord's employees to perform any work or do anything outside of such employees' regular duties without Landlord's prior written consent. Tenant's special requirements will be attended to only upon application to Landlord, and any such special requirements shall be billed to Tenant in accordance with the schedule of charges maintained by Landlord from time to time or as is agreed upon in writing in advance by Landlord and Tenant. Tenant shall not employ any of Landlord's employees for any purpose whatsoever without Landlord's prior written consent.

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

17. Tenant shall not install or permit the installation of any wiring for any purpose on the exterior of the Premises.

18. Tenant acknowledges that it is Landlord's intention that the Building be operated in a manner which is consistent with the highest standards of cleanliness, decency and morals in the community which it serves. Toward that end, Tenant shall not sell, distribute, display or offer for sale any item which, in Landlord's judgment, is inconsistent with the quality of operation of the Building or may tend to impose or detract from the moral character or image of the Building. Tenant shall not use the Premises for any immoral or illegal purpose.

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

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

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

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

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

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

25. Tenant shall not in any manner deface any part of the Premises or the Building. No stringing of wires, boring or cutting shall be permitted except with Landlord's prior written consent. Any floor covering installed by Tenant shall have an under layer of felt rubber, or similar sounddeadening substance, which shall not be affixed to the floor by cement or any other non-soluble adhesive materials, except as otherwise approved by Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed in the case of typical yoga studio flooring.

26. Should Tenant's use and occupancy of the Premises require the installation of supplemental cooling, and should the Building contain a closed loop, Tenant agrees that its supplemental cooling requirements will be serviced by tapping into the Building's closed loop. Tenant shall be responsible for the cost of connecting into the loop and agrees to pay to Landlord as additional rent the monthly tap fee in accordance with Landlord's then-current rate schedule. Should the Building not contain a closed loop, Tenant agrees to be responsible for fees associated with placing equipment on the roof of the Building.

27. Each Tenant shall handle its newspapers and "office paper" in the manner required by applicable Laws (as the same may be amended from time to time) and shall conform with any recycling plan instituted by Landlord.

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

29. Tenant shall comply with all workplace smoking Laws. There shall be no smoking in or about the Building.

30. Landlord may, upon request of Tenant, waive Tenant's compliance with any of the rules, provided that (a) no waiver shall be effective unless signed by Landlord, (b) no waiver shall relieve Tenant from the obligation to comply with such rule in the future unless otherwise agreed in writing by Landlord, (c) no waiver granted to any tenant shall relieve any other tenant from the obligation of complying with these rules and regulations, and (d) no waiver shall relieve Tenant from any liability for any loss or damage resulting from Tenant's failure to comply with any rule.

EXHIBIT D

FORM OF LEASE COMMENCEMENT DATE CERTIFICATE

This Lease Commencement Date Certificate is being provided pursuant to that certain Lease Agreement dated as of July 25, 2017 (the "Lease"), by and between **PRIII SUNSET HILLS VIRGINIA LLC**, a Delaware limited liability company ("Landlord") and **BELOVED YOGA & WELLNESS, INC.**, a Delaware corporation ("Tenant"). The parties to the Lease desire to confirm the following:

1. The Termination Date under Section 1.5 of the Lease is hereby established and confirmed as _____, 20_____.
2. The Lease Commencement Date under Section 1.6 of the Lease is hereby established and confirmed as _____, 20_____.
3. The Base Rent schedule under Section 1.7 of the Lease is hereby established and confirmed as follows:

[TO BE INSERTED]

4. The Rent Abatement Period under Subsection 4.4 of the Lease is hereby established and confirmed as commencing on _____, 20____ and ending on _____, 20_____.

5. The First Extended Term under Subsection 29.1 of the Lease is hereby established and confirmed as commencing on _____, 20____ and ending on _____, 20____; the First Extension Option Exercise Date under Subsection 29.1 of the Lease is hereby established and confirmed as _____, 20_____.

6. The Second Extended Term under Subsection 29.1 of the Lease is hereby established and confirmed as commencing on _____, 20____ and ending on _____, 20____; the Second Extension Option Exercise Date under Subsection 29.1 of the Lease is hereby established and confirmed as _____, 20_____.

7. Landlord has satisfactorily completed its obligations to fund the Test-Fit Allowance, to construct the Tenant Improvement Work, and to apply the Tenant Improvement Allowance pursuant to and in accordance with the Lease and the Work Letter attached thereto, and Tenant hereby accepts possession of the Premises in its current "AS IS" condition, subject only to Landlord's completion of any Punch List items as provided under Section 5 of the Work Letter and the warranty provisions set forth in Subsection 1(d) of the Work Letter.

8. This Lease Commencement Date Certificate is incorporated into and made a part of the Lease.

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

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease Commencement Date Certificate under seal on _____, 201__.

WITNESS/ATTEST:

LANDLORD:

PRIII SUNSET HILLS VIRGINIA LLC, a Delaware limited liability company

By: Penzance Management LLC, a Delaware limited liability company, property management agent for Landlord

By: _____
Name: _____
Title: _____

WITNESS/ATTEST:

TENANT:

BELOVED YOGA & WELLNESS, INC., a Delaware corporation

By: _____
Name: Maryam Ovissi
Title: President

EXHIBIT E
TENANT EXTERIOR SIGNAGE AND
TENANT DIRECTIONAL SIGN LOCATIONS

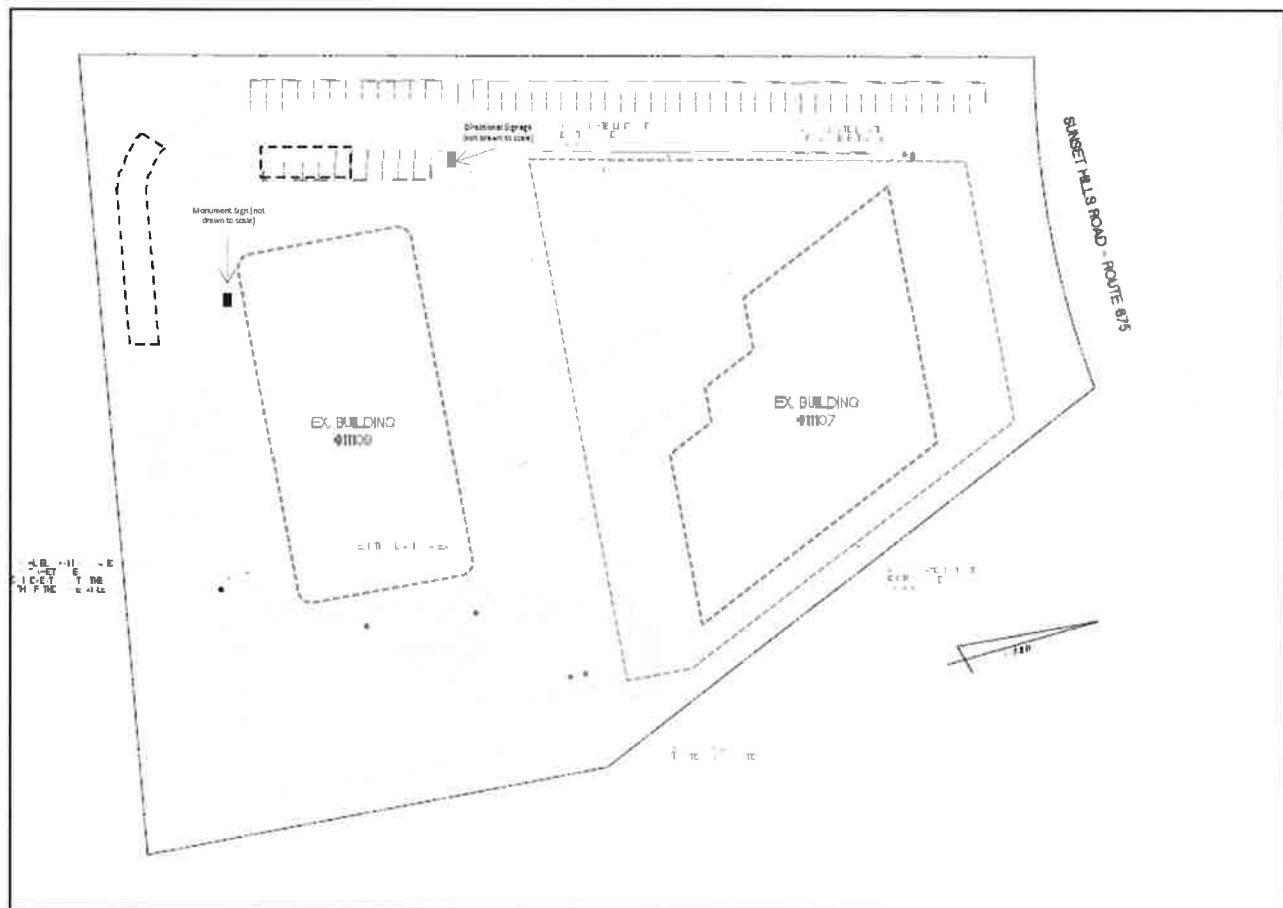


EXHIBIT F
FORM OF LETTER OF CREDIT

_____, 20__

PRIII Sunset Hills Virginia LLC
c/o Penzance Management, LLC
2400 N Street, NW, Suite 600
Washington, DC 20037
Attn: Property Manager

IRREVOCABLE LETTER OF CREDIT NO. _____

Original Expiration Date: _____, 20__

Gentlemen:

We hereby establish our irrevocable Letter of Credit in favor of PRIII Sunset Hills Virginia LLC ("Beneficiary") for the account of Beloved Yoga & Wellness, Inc., a Delaware corporation, for the sum not exceeding U.S. Sixty-Six Thousand Seven Hundred Seven and 25/100 Dollars (USD \$66,707.25).

Funds under this Letter of Credit are available against your draft drawn on Access National Bank, at our offices at 1800 Robert Fulton Drive, Suite 310, Reston, VA 20191, bearing the clause "Drawn Under _____ Bank, _____, _____ L/C No. _____" and accompanied by the original of this Letter of Credit and Beneficiary's signed statement stating that:

"The undersigned Beneficiary is entitled to draw upon this Letter of Credit pursuant to the terms of that certain Lease Agreement dated as of July 25, 2017 (the "Lease"), for premises at 11109 Sunset Hills Road, Reston, Virginia, between Beloved Yoga & Wellness, Inc., as tenant, and PRIII Sunset Hills Virginia LLC, as landlord, as such Lease may have been modified or amended to date. The undersigned Beneficiary hereby makes demand for the payment of \$_____ of the Letter of Credit."

and Beneficiary's signed statement that "The undersigned Beneficiary hereby makes demand for the payment of \$_____ of the Letter of Credit".

Such statement shall be conclusive as to such matters and we will accept such statement as binding and correct without having to investigate or having to be responsible for the accuracy, truthfulness, or validity thereof, or any part thereof, and notwithstanding the claim of any person to the contrary.

We hereby agree with the drawers of the draft drawn and negotiated in compliance with the terms of this credit, that said draft will be duly honored within two (2) business days after it is presented at this office.

It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for a period of one (1) year from the initial expiration date stated above or any future expiration date hereof, unless at least sixty (60) days prior to the then expiration date, we mail you our written notice, by U.S. registered or certified mail, proper postage prepaid and return receipt requested, or via nationally-recognized commercial overnight delivery service, informing you that the Letter of Credit will no longer be automatically renewed beyond the then expiration date. In the event that we notify you that it is our

intention not to renew this Letter of Credit for an additional one (1) year period, we agree to also notify the following parties by registered or certified mail:

Prudential Real Estate Investors
7 Giralta Farms
Madison, New Jersey 07940
Attn: Asset Manager - PR3 00134

Notwithstanding the foregoing, in no event shall the expiration date of this Letter of Credit be extended beyond _____, 20__.

This Letter of Credit is transferable and assignable from time to time; any transfer request shall be effected by presentation to the issuer of the attached transfer form accompanied by the original of this Letter of Credit, provided that the holder hereof shall not incur any fees to the issuer as a condition to any such transfer.

Partial Drawings and reductions are permitted.

Except so far as otherwise expressly stated this documentary credit is subject to Uniform Customs and Practice for Documentary Credits, 2007 revision, ICC Publication No. 600, excluding Article 17.

Name of Bank

By: _____
Name: _____
Title: _____

EXHIBIT G

RESERVED PARKING SPACES

