

# **OFFICE LEASE AGREEMENT**

**BY AND BETWEEN**

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

**AND**

**DPR CONSTRUCTION,**  
a California general partnership  
(as Tenant)

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

## TABLE OF CONTENTS

ARTICLE I - DEFINITIONS.....	1
ARTICLE II - Premises.....	3
ARTICLE III - Term.....	4
ARTICLE IV - Base Rent .....	5
ARTICLE V - Increases in Operating Charges and Real Estate Taxes .....	5
ARTICLE VI - Use of Premises.....	9
ARTICLE VII - Assignment and Subletting .....	12
ARTICLE VIII - Maintenance and Repairs .....	15
ARTICLE IX - Alterations.....	16
ARTICLE X - Signs.....	18
ARTICLE XI - Security Deposit.....	20
ARTICLE XII - Inspection.....	22
ARTICLE XIII - Insurance .....	22
ARTICLE XIV - Services and Utilities.....	24
ARTICLE XV - Liability of Landlord .....	25
ARTICLE XVI - Rules.....	26
ARTICLE XVII - Damage or Destruction .....	26
ARTICLE XVIII - Condemnation.....	27
ARTICLE XIX - Default.....	28
ARTICLE XX - Bankruptcy .....	31
ARTICLE XXI - Subordination .....	32
ARTICLE XXII - Holding Over .....	33
ARTICLE XXIII - Covenants of Landlord .....	34
ARTICLE XXIV - Parking .....	35
ARTICLE XXV - ERISA.....	36
ARTICLE XXVI - Patriot Act .....	36
ARTICLE XXVII - REIT Matters.....	36

ARTICLE XXVIII - General Provisions.....	37
ARTICLE XXIX - Termination Option .....	41
ARTICLE XXX - Extension Option .....	42
ARTICLE XXXI - Right of First Offer.....	44
ARTICLE XXXII - Rooftop Communications Equipment.....	46

**EXHIBIT A** - Plan Showing Premises

**EXHIBIT B** - Work Letter

**EXHIBIT C** - Rules

**EXHIBIT D** - Certificate Affirming Lease Commencement Date

**EXHIBIT E** - HVAC Specifications

## OFFICE LEASE AGREEMENT

THIS OFFICE LEASE AGREEMENT (this "Lease") is dated as of the 16th day of September, 2015 (the "Effective Date"), by and between **PRIII SUNSET HILLS VIRGINIA LLC**, a Delaware limited liability company ("Landlord"), and **DPR CONSTRUCTION**, a California general partnership ("Tenant").

### ARTICLE I - DEFINITIONS

1.1 **Building:** The two (2) story office building commonly known as Sunset Corporate Plaza II 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.

1.2 **Premises:** Suite 200 deemed to contain 20,612 square feet of rentable area comprising the entirety of the second (2nd) floor of the Building, as more particularly designated on Exhibit A.

1.3 **Lease Term:** The term of the Lease commencing on the Lease Commencement Date (as described in Section 3.2 of the Lease) and ending on the Termination Date, as defined below, unless sooner terminated as herein provided.

1.4 **Anticipated Delivery Date:** Promptly following the Effective Date hereof and Landlord's receipt of the Security Deposit (as hereinafter defined) and Tenant's insurance documentation hereunder.

1.5 **Termination Date:** The last day of the one hundred thirtieth (130th) 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:** June 1, 2016, subject to the Free Rent Period as described under Section 4.4 hereof.

1.7 **Base Rent:**

Period	Rate Per Sq. Ft.	Annual Base Rent	Monthly Installment
06/01/16 - 05/31/17 <sup>1</sup>	\$20.50	\$422,546.00	\$35,212.17
06/01/17 - 05/31/18 <sup>2</sup>	\$21.06	\$434,088.72	\$36,174.06
06/01/18 - 05/31/19	\$21.64	\$446,043.68	\$37,170.31
06/01/19 - 05/31/20	\$22.24	\$458,410.88	\$38,200.91
06/01/20 - 05/31/21	\$22.85	\$470,984.20	\$39,248.68
06/01/21 - 05/31/22	\$23.48	\$483,969.76	\$40,330.81
06/01/22 - 05/31/23	\$24.12	\$497,161.44	\$41,430.12

<sup>1</sup> The period commencing on June 1, 2016 and ending on October 31, 2016 is subject to the first Rent Abatement Period (as hereinafter defined).

<sup>2</sup> The period commencing on June 1, 2017 and ending on October 31, 2017 is subject to the second Rent Abatement Period.

06/01/23 - 05/31/24	\$24.79	\$510,971.48	\$42,580.96
06/01/24 - 05/31/25	\$25.47	\$524,987.64	\$43,748.97
06/01/25 - 05/31/26	\$26.17	\$539,416.04	\$44,951.34
06/01/26 - 03/31/27	\$26.89	\$554,256.68	\$46,188.06

- 1.8    **Base Rent Annual Escalation Percentage:** Two and 75/100 percent (2.75%).
- 1.9    **Operating Charges Base Year:** 2016 (as adjusted pursuant to Subsection 5.2(c) hereof).
- 1.10    **Real Estate Taxes Base Year:** 2016.
- 1.11    **Security Deposit Amount:** Seventy Thousand Four Hundred Twenty-Four and 34/100 Dollars (\$70,424.34), subject to reduction as provided under Article XI hereof

1.12    **Broker(s):** Transwestern and Cushman & Wakefield.

1.13    **Tenant Notice Address:**

Prior to Commencement Date:

DPR Construction  
2941 Fairview Park Drive  
Suite 600  
Falls Church, VA 22042  
Attn: Greg Haldeman

From and After Commencement Date:

DPR Construction  
11109 Sunset Hills Road  
Suite 200  
Reston, VA 20190  
Attn: Greg Haldeman

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  
Attention: 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 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 6:00 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); provided, however, subject in all events to the terms and provisions of this Lease, Tenant shall have access to the Premises on a "twenty-four (24) hours per day, seven (7) days per week" basis.

1.17    **Guarantor(s):** None

1.18    **Permitted Use of the Premises:** General (non-medical and non-governmental) office purposes 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:** Fifty and 03/100 percent (50.03%) (calculated by dividing 20,612, 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 (if any) attached hereto as *Exhibit B* and made a part hereof.

1.21    **Tenant Improvements:** All work performed by Tenant 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, or other non-common or non-public areas of the Building located outside of the Premises, except as may be otherwise expressly permitted by Landlord (but excluding mechanical rooms, electrical closets, janitorial closets, and telephone rooms located wholly within the Premises, which Tenant shall be permitted to access and utilize, subject, however, to the reasonable requirements of Landlord with respect thereto).

2.2    [Intentionally Omitted]

2.3 At such time as Landlord's architect reasonably determines the exact number of rentable square feet included in the Premises (using its reasonable professional judgment), Landlord shall promptly notify Tenant in writing thereof and all calculations based on square footage shall be adjusted retroactively to the Lease Commencement Date, including, but not limited to, Base Rent, Tenant's Proportionate Share of increases in Operating Charges and Real Estate Taxes, and the number of parking permits.

### **ARTICLE III - Term**

3.1 All of the provisions of this Lease shall be in full force and effect from and after the date first above written. The Lease Term shall commence on the Lease Commencement Date and 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, Landlord and Tenant shall execute the certificate confirming such dates attached to this Lease as Exhibit D; provided, however, the failure of either party to sign such certificate shall have no impact whatsoever on the commencement of Tenant's obligation to pay Rent or on the Termination Date of the Lease or on the rights and obligations of the parties hereto.

3.3 Landlord shall deliver possession of the Premises to Tenant on the Anticipated Delivery Date in their "AS-IS" condition. Tenant shall thereafter construct or cause the construction of the Tenant Improvements in the Premises with funds from the Tenant Improvement Allowance (as defined in the Work Letter) and only in accordance with, and subject to the terms and conditions of, the Work Letter. Tenant's taking possession of the Premises 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. 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; provided, however, that notwithstanding the foregoing, (i) Landlord shall repair or replace, as appropriate and at no cost or expense to Tenant, any existing exterior windows of the Premises which are broken, discolored, or contain broken seals as of the Effective Date hereof, which work shall be performed utilizing Building-standard qualities and quantities of materials and finishes, and (ii) Landlord shall cause the base building mechanical, electrical, plumbing, and life safety systems and equipment serving the Premises to be in good operating condition as of the Anticipated Delivery Date. Landlord shall use commercially reasonable efforts to substantially complete the work identified in Clause (i) above on or before the Commencement Date hereunder. Notwithstanding anything herein to the contrary, Tenant shall have no liability or responsibility for any violations of existing Laws to the extent existing in the Premises as of the Effective Date hereof, except to the extent that any such violations are caused by, triggered by, or otherwise result from any actions or omissions of Tenant or any of Tenant's Invitees (as hereinafter defined).

3.4 At such time as Tenant takes possession of all or any part of the Premises, whether for the purposes of conducting business therefrom or for the purposes of constructing tenant improvement work therein, all of the covenants and conditions of this Lease shall be binding upon the parties hereto, the same as if the Lease Commencement Date had been fixed as of the date when Tenant took such possession, 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.

#### **ARTICLE IV - Base Rent**

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

4.2 Concurrently with Tenant's execution of this Lease, Tenant shall pay an amount equal to one (1) monthly installment of the Base Rent payable during the first Lease Year, which amount shall be credited toward the monthly installment of the Base Rent payable for the first full calendar month of the Lease Term. 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 to the contrary, as long as Tenant is not in default beyond any notice or cure period, Tenant shall be entitled to (i) an abatement of Base Rent and Tenant's Proportionate Share of Operating Charges and Real Estate Taxes for the five (5) month period commencing on June 1, 2016 and ending on October 31, 2016, and (ii) an abatement of Base Rent and Tenant's Proportionate Share of Operating Charges and Real Estate Taxes for the five (5) month period commencing on June 1, 2017 and ending on October 31, 2017 (each, a "**Rent Abatement Period**", and, collectively, the "**Rent Abatement Periods**"). The total amount of Base Rent and Tenant's Proportionate Share of Operating Charges and Real Estate Taxes abated during the Rent Abatement Periods shall be referred to as the "**Abated Rent**". In the event that Tenant defaults at any time during the Term and fails to cure such default within any grace or cure periods set forth in this Lease, at Landlord's option, all Abated Rent shall immediately become due and payable. The payment by Tenant of the Abated Rent in the event of a default shall not limit or affect any of Landlord's other rights pursuant to this Lease or at law or in equity.

#### **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, in its sole but not arbitrary judgment, shall determine, and otherwise in accordance with generally accepted accounting principles consistently applied, as the same may be modified from time to time in a manner consistent with accounting practices then prevailing at Comparable Buildings (the "**Accounting Standard**").

5.2 (a) From and after the Lease Commencement Date, 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, (i) 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, and (ii) in no event shall any component of Operating Charges for any Lease Year relating to utility, services, security or insurance costs be less than such component in the Operating Charges Base Amount.

(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 facilities serving the Building), 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 commercially reasonable deductibles (which deductible shall in all events be consistent with deductibles then being maintained by landlords of Comparable Buildings) under such insurance policies; (3) management fees (which management fees shall be consistent with management fees then prevailing at Comparable Buildings) 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) depreciation for 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, or to replace existing equipment or machinery used in connection with the operation or maintenance of the Building, such capital costs to be amortized in accordance with the Accounting Standard (or, if the Accounting Standard is not applicable, in accordance with applicable Internal Revenue Code guidelines), together with commercially reasonable 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 Building; (8) any business, professional and occupational license tax payable by Landlord with respect to the Building; (9) reasonable reserves for replacements, repairs and contingencies; (10) costs of snow removal; and (11) any other actual and reasonable expense to the extent 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, except as specified 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; (ix) costs and expenses directly and solely relating to the management, operation, cleaning, repairing and maintenance of the Parking Areas; (x) capital expenditures, except as otherwise provided under Clause (6) above; and (xi) electricity and other utility charges attributable to tenant premises, including the Premises, to the extent separately metered to, and separately paid by, Tenant or other tenants of the Building (other than as part of Operating Charges under this Lease or such other tenants' leases).

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

(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. At the beginning of the Lease Term 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. 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 (1/12th) 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 fifty (150) 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. 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.

(e) For a period of ninety (90) days after Tenant's receipt of such statement, Tenant, or an independent, certified public accountant who is hired by Tenant on a non-contingent fee basis and who offers a full range of accounting services 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; or, at Landlord's sole discretion and in lieu of such audit, Landlord will provide Tenant with an audited statement. 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 and Landlord does not dispute the same, Landlord shall credit the amount of such excess toward the next monthly payments of Operating Charges due hereunder. 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, in which event 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%), in which event Landlord shall pay the cost of such certification (and Landlord shall credit the amount of any overbilling shown by such certification 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) From and after the Lease Commencement Date, 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. Subject to the foregoing, Real Estate Taxes shall not include any inheritance, estate, gift, franchise, corporation, net income or net profits tax assessed against Landlord from the operation of the Building.

(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. At the beginning of the Lease Term 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 (1/12th) 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 fifty (150) 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 (a) 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 (provided, Tenant's use of the Premises for the purposes specifically permitted under Section 1.18 hereof shall not be deemed a violation of the foregoing), (E) increase the amount of premiums for any insurance policy affecting the Premises or the Building (provided, Tenant's use of the Premises for the purposes specifically permitted under Section 1.18 hereof shall not be deemed a violation of the foregoing), (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. 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. Tenant shall not conduct any operations, sales, promotions, advertising, or special events outside the Premises. Throughout the Lease Term, Tenant shall (i) continuously, actively and diligently operate its business at the Premises and 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. Without limitation of the terms and provisions of this Section 6.1, Tenant shall be permitted to periodically host client and employee events and functions within the Premises, which events and functions may include the provision or service of alcoholic beverages at and from the Premises; provided, however, that (1) prior to those events or functions which either involve non-Tenant personnel or which are expected to result in significant additional visitors to the Building, Tenant shall notify Landlord in writing thereof, (2) any use of the Building's parking facilities in connection with such event or function

shall be and remain subject to the parking provisions and limitations set forth in Article XXIV of this Lease, and (3) at all times during the Lease Term, Tenant shall maintain in full force and effect "host liquor liability" or comparable insurance covering Tenant with respect to any liability arising therefrom (and naming Landlord, the managing agent of the Building, and the holder of any Mortgage as additional insureds with respect thereto), all as further provided under Article XIII hereof.

(b) To the actual knowledge of Landlord as of the Effective Date of this Lease: (i) Landlord has received no notice from any governmental authority or agency having jurisdiction over the Building that the Premises or the common areas of the Building are currently in violation of applicable Laws; and (ii) Landlord has no actual knowledge that the Premises or the common areas of the Building are currently in violation of applicable Laws. In addition, it is hereby acknowledged, understood, and agreed that Tenant shall have no liability for any violations of, or non-compliance with, applicable Laws to the extent existing in the Premises as of the Anticipated Turnover Date and not otherwise caused by, triggered by, or resulting from any acts or omissions of Tenant or any Invitee.

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 cleaning materials as may be reasonably necessary for Tenant to conduct normal general office 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. "**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, its employees and agents 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 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 or any action or inaction of Tenant or any Invitee. In addition, Tenant shall give Landlord immediate verbal and follow-up written notice of any actual or threatened 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 by Tenant or any Invitee: (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 immediately enter the Premises, 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 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 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. Notwithstanding any termination of this Lease, Landlord shall indemnify and hold Tenant, its employees and agents harmless from and against any damage, injury, loss, liability, charge, demand or claim to the extent based on or arising out of (1) the presence or removal of, or failure to remove, Hazardous Materials generated, used, released, stored or disposed of by Landlord in or about the Building, whether before or after the Lease Commencement Date, or (2) any non-compliance of the common areas of the Building with Environmental Laws to the extent the same is a result of any action or inaction of Landlord.

(c) To the actual knowledge of Landlord as of the Effective Date of this Lease: (i) Landlord has received no notice from any governmental authority or agency having jurisdiction over the Building that the Premises or the common areas of the Building currently contain Hazardous Materials in violation of applicable Environmental Laws; and (ii) Landlord has no actual knowledge of any Hazardous Materials existing in or on the Premises or the common areas of the Building in violation of applicable Environmental Laws. In addition, it is hereby acknowledged, understood, and agreed that Tenant shall have no liability for any Hazardous Materials to the extent existing in the Premises or the common areas of the Building as of the Anticipated Turnover Date and not otherwise caused by, triggered by, or resulting from any acts or omissions of Tenant or any 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 any action or inaction of Tenant or any Invitee, 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.

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. If any bureau, department or official of the federal or Fairfax County 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**") 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.

## **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 shall not be unreasonably withheld, conditioned, or delayed. For purposes of the foregoing, and without limitation, Landlord shall not be deemed to have unreasonably withheld its consent to any proposed assignment or subletting of the entire Premises if: (i) the use of the Premises pursuant to such assignment or sublease is not in compliance with Article VI hereof; (ii) the proposed assignee or subtenant is of a character or reputation or is engaged in a business that is not consistent and compatible with Comparable Buildings and with the Building and its tenants; (iii) Landlord is not reasonably satisfied with the financial condition of the assignee under any such assignment or the sublessee under any such sublease; (iv) the initial Tenant will not remain 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 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) Tenant has committed and failed to cure a default 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 Tenant is in default 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 pay to Landlord all costs and expenses (including reasonable 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 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, consolidation or other reorganization 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, 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: the identity of the proposed assignee, subtenant or other party and a description of its business; the terms of the proposed assignment, subletting or other transaction; the commencement date of the proposed assignment, subletting or other transaction (the "**Proposed Sublease Commencement Date**"); the area proposed to be assigned, sublet or otherwise encumbered (the "**Proposed Sublet Space**"); the most recent financial statement or other evidence of financial responsibility of such proposed assignee, subtenant or other party; and a certification executed by Tenant and such party stating whether or not any premium or other consideration is being paid for the assignment, sublease or other transaction.

7.4 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 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 fixtures, leasehold improvements, furniture and other personal property, or any other form (and if the subleased or assigned space does not constitute the entire Premises, the existence of such excess shall be determined on a pro-rata basis), Tenant shall pay to Landlord any such excess or other premium applicable to the sublease or assignment, which amount shall be paid by Tenant to Landlord as additional rent upon such terms as shall be specified by Landlord and in no event later than ten (10) days after any receipt thereof by Tenant. If an assignment is deemed to have occurred pursuant to Section 7.2, then for purposes of this Section the rent payable by the assignee shall be deemed to be increased to the then fair market rent for the Premises as reasonably determined by Landlord. Acceptance by Landlord of any payments due under this Section shall not be deemed to constitute approval by Landlord of any sublease or assignment, nor shall such acceptance waive any rights of Landlord hereunder. Landlord shall have the right to inspect and audit Tenant's books and records relating to any sublease or assignment.

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, 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) Tenant is not then in default 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 assumes the obligations of

Tenant hereunder by written assignment in form and substance reasonably acceptable to Landlord, (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 in form and substance reasonably acceptable to Landlord, and (7) such Permitted Transferee has a net worth and financial condition greater than or equal to the net worth and financial condition of Tenant as of the Effective Date of this Lease (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.

## 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 replacements in and to the Premises (including all fixtures, furnishings and equipment located in, or exclusively serving, the Premises) 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, carpet, wall-covering, doors, fixtures, equipment, improvements and appurtenances therein (including but not limited to the Tenant Improvements), except to the extent that the same are damaged by Landlord, in which event Landlord shall restore, replace, or repair the same (subject, however, to the terms and provisions of Section 13.3 hereof). 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 or better than 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 any invitee, agent, employee, subtenant, assignee, contractor, client, family member, licensee, customer or guest of Tenant (collectively, "**Invitees**") or Tenant, 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 actual, reasonable, out-of-pocket 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 approve in writing, and in a first class and workmanlike manner 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 seven and one-half percent (7.5%) to cover Landlord's overhead and related expenses, immediately upon written demand therefor. Landlord may enter the Premises at all reasonable times, and upon reasonable prior notice to Tenant (except in the event of an emergency), 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; provided, however, that Landlord shall use commercially reasonable efforts to minimize any interference with Tenant's use or occupancy of, and Tenant's business operations within, the Premises to the extent resulting therefrom.

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, fire and life safety, HVAC and plumbing systems, pipes and conduits that are provided by Landlord in the operation of the Building (collectively, the "**Building Structure and Systems**"), clean and in good operating condition 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) Landlord shall have no obligation to make any repairs brought about by any act or neglect of Tenant or any Invitee.

## ARTICLE IX - Alterations

9.1 Except as otherwise expressly set forth in this Lease, Tenant shall accept the Premises in their "AS IS" condition as of the Lease Commencement Date; provided, Landlord shall cause the Building Structure and Systems to be in good working condition as of the Lease Commencement Date hereunder. The initial Tenant Improvement Work shall be made by Tenant in accordance with the Work Letter attached hereto. 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. Notwithstanding the foregoing to the contrary, but subject to all other terms and provisions of this Lease, including, but not limited to, the other terms and provisions of this Article IX and the rules and regulations of the Building in effect from time to time, Tenant shall be permitted to perform, without Landlord's prior consent and without the submission of plans and specifications therefor (unless otherwise required by applicable Law), but with reasonable advance written notice to Landlord, Alterations of a purely cosmetic nature in the Premises (i.e. painting, carpeting, wallcoverings, etc.), so long as such Alterations (i) do not affect the Building Structure and Systems, and (ii) do not affect, or require entry into, other tenants' premises ("**Permitted Alterations**"). Any Alterations made by Tenant (including the initial Tenant Improvement Work made by Tenant and any Permitted Alterations) 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 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 approved in writing by Landlord at Landlord's standard charge; (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; (h) after Tenant has obtained and delivered to Landlord written, unconditional waivers of mechanics' and materialmen's liens against the Premises and the Building from all proposed contractors, subcontractors, laborers and material suppliers for all work, labor and services to be performed and materials to be furnished in connection with Alterations; and (i) upon request, after Tenant has delivered to Landlord documentation reasonably satisfactory to Landlord evidencing Tenant's financial ability to complete the Alteration in accordance with the provisions of this Lease. 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 ten (10) 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 shall be performed only by contractors, subcontractors, or vendors first approved in writing by Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed so long as such contractors, subcontractors, or vendors are licensed, insured, capable of performing quality workmanship, and capable of working in harmony with the contractors of Landlord and the other tenants and occupants of the Building; provided, however, that Landlord may require that any Alterations involving or affecting the Building Structure and Systems or the roof of the Building utilize Landlord's designated contractors, subcontractors, or vendors in connection therewith. Except in the case of Permitted Alterations, Landlord shall be paid a construction supervision fee equal to three percent (3%) of the cost of such work. Promptly after the completion of an Alteration, Tenant at its expense shall deliver to Landlord three (3) sets of 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 (other than Permitted 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 made by either party shall immediately become the property of Landlord and shall remain upon and be surrendered with the Premises as a part thereof at the expiration or earlier termination of the Lease Term; provided, however, that (a) if Tenant is not in default under this Lease, then Tenant shall have the right to remove, prior to the expiration or earlier termination of the Lease Term, all movable furniture, furnishings and equipment installed in the Premises solely at the expense of Tenant, and (b) Tenant shall remove 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. 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 costs (including a construction management fee) 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, 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. To the maximum extent permitted by applicable Law, and except to the

extent caused by the negligence or willful misconduct of Tenant or any of Tenant's invitees, Landlord shall indemnify, defend and hold Tenant and Tenant's agents, employees, subtenants, assignees, and contractors harmless from and against any and all claims, causes of action, liabilities, losses, costs, damages, liens and expenses to the extent related to any work performed by or at the direction of Landlord in the common areas of the Building or the Property.

## 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. 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). Landlord reserves the right to prescribe the location and style of the identification sign (including ground mounted sign with panels, if any), logo and/or lettering for the Premises occupied by the Tenant, replace any Building standard sign supplied by Landlord, and replace any exterior sign supplied by Tenant with a Building standard sign. 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); provided, however, that no such signs, advertisements or notices shall materially interfere with the visibility of the Tenant Exterior Signage or the Tenant Identification Sign (as each such term is hereinafter defined), as the case may be, or materially obstruct the windows 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 sign reflecting Tenant's name and/or logo on the exterior facade of the Building facing Dulles Toll Road (the "**Tenant Exterior Signage**"), and (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**").

(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 hereunder, Tenant shall cause preliminary renderings of such Tenant Identification 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 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. In no event

shall Tenant proceed with construction or installation of the Tenant Exterior Signage or the Tenant Identification 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 and Tenant Identification 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 and Tenant Identification 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 and Tenant Identification Sign: (i) shall be installed by Tenant, at Tenant's sole cost and expense (provided, Landlord shall pay the initial cost of installing such Tenant Identification Sign hereunder), 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 keep such Tenant Exterior Signage and Tenant Identification Sign in good and operable condition and repair, and otherwise in a neat and clean condition consistent with similar signage at Comparable Buildings, at all times); and (ii) 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 or the Tenant Identification 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 and agreed that the Tenant Exterior Signage referenced herein, and Tenant's right to install and construct 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 and Tenant Identification 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 and/or Tenant Identification 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 and/or Tenant Identification Sign that Tenant is required to perform hereunder and that Tenant fails or refuses to perform in a timely and efficient manner. All 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 shall be repaid by Tenant to Landlord upon demand, together with an administrative fee equal to ten percent (10%) of such costs.

(iii) Tenant's rights in and to the Tenant Exterior Signage and Tenant Identification Sign granted hereunder are personal to DPR Construction 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 and Tenant Identification Sign granted hereunder are further subject to and conditioned upon the following: (i) Tenant is not then in default under any of the terms, covenants, or conditions of this Lease; (ii) Tenant is then leasing and occupying not less than one (1) full floor in the Building; and (iii) Tenant shall not have assigned this Lease, in whole or in part, or sublet all or any portion of the Premises.

(iv) If requested by Tenant, and subject in all events to applicable Laws, as well as the other terms and provisions of this Article X, Landlord shall install, at such location as is reasonably determined by Landlord, additional exterior directional signage, which additional exterior directional signage shall be non-exclusive and shall be installed by Landlord at Tenant's sole cost and expense.

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 the Security Deposit Amount (as defined in Section 1.11) as a security deposit which shall be security for the performance by Tenant of all of Tenant's obligations, covenants, conditions and agreements under this Lease. Landlord shall not be required to maintain such security deposit in a separate account. Except as may be required by law, Tenant shall not be entitled to interest on the security deposit. Within approximately thirty (30) days after the later of the expiration or earlier termination of the Lease Term or Tenant's vacating the Premises, Landlord shall return such security deposit to Tenant, less such portion thereof as Landlord shall have appropriated to satisfy any of Tenant's obligations, or any default by Tenant, under this Lease. If there shall be any default under this Lease by Tenant, then Landlord shall have the right, but shall not be obligated, to use, apply or retain all or any portion of the security deposit for the payment of any (a) Base Rent, additional rent or any other sum as to which Tenant is in default, or (b) amount Landlord may spend or become obligated to spend, or for the compensation of Landlord for any losses incurred, by reason of Tenant's default (including, but not limited to, any damage or deficiency arising in connection with the reletting of the Premises). If any portion of the security deposit is so used or applied, then within three (3) business days after Landlord gives written notice to Tenant of such use or application, Tenant shall deposit with Landlord cash in an amount sufficient to restore the security deposit to the original Security Deposit Amount, and Tenant's failure to do so shall constitute an Event of Default under this Lease.

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

11.3 Tenant shall have the right to deliver to Landlord an unconditional, irrevocable letter of credit (the "**Letter of Credit**") in substitution for the cash security deposit, subject to the following terms and conditions. Such letter of credit shall be (a) in form and substance satisfactory to Landlord in its sole discretion; (b) at all times in the amount of the security deposit, and shall permit multiple draws; (c)

issued by a commercial bank reasonably acceptable to Landlord from time to time and located in the Washington, D.C. metropolitan area; (d) made payable to, and expressly transferable and assignable or, at Landlord's option, reissued at no charge by 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 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 ninetieth (90th) day after the expiration of the Lease Term, or (2) replaced with cash in the amount of the Security Deposit. Notwithstanding anything in this Lease to the contrary, any cure or grace periods set forth in this Lease shall not apply to any of the foregoing, and, specifically, if Tenant fails to timely comply with the requirements of Clause (g) above, then Landlord or its assignee shall have the right to immediately draw upon the letter of credit without notice to Tenant and apply the proceeds to the security deposit. Each Letter of Credit shall be issued by a commercial bank that has a credit rating with respect to certificates of deposit, short term deposits or commercial paper of at least 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 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.

11.4 Notwithstanding anything in this Article XI to the contrary, so long as there is then no default by Tenant hereunder, and provided further that Landlord shall not have theretofore drawn upon the Security Deposit Amount or the Letter of Credit, as the case may be, upon Landlord's receipt of Tenant's written request therefor (or, in the case of the Letter of Credit, 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), which written request (or amendment to the Letter of Credit or Substitute Letter of Credit, as the case may be) may be submitted by Tenant at any time on or after October 31, 2017, to the face amount of Thirty-Five Thousand Two Hundred Twelve and 17/100 Dollars (\$35,212.17), which sum shall remain in effect for the remainder of the Lease Term, as the same may be extended (including the Extended Term, if applicable).

## **ARTICLE XII - Inspection**

12.1 At all times Tenant shall permit Landlord, its agents and representatives, and the holder of any Mortgage, upon reasonable prior notice (except in the event of an emergency), 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, to make such alterations and/or repairs as in the sole and absolute judgment of Landlord may be deemed necessary or desirable, or to exhibit the same to brokers, prospective tenants, lenders, purchasers and others. Landlord shall use commercially reasonable efforts to minimize any interference with Tenant's use or occupancy of, and Tenant's business operations within, the Premises to the extent resulting from any such entry into the Premises hereunder by Landlord, its agents or representatives, or the holder of any Mortgage, as the case may be.

## **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 (provided, Tenant's use of the Premises for the purposes specifically permitted under Section 1.18 hereof shall not be deemed a violation of the foregoing). 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 (a) 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, (8) signage insurance (if applicable), and (9) "Host-Liquor Liability" or equivalent insurance covering any liability that might arise from the provision or use of alcoholic beverages by Tenant in or on the Premises in an amount reasonably satisfactory to Landlord from time to time in light of statutory limits. 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 improvements installed in the Premises pursuant to Exhibit B, 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. Such signage insurance shall insure the full cost of repairing and/or restoring all of Tenant's exterior signs (if any) at 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 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 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 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 policy; (5) be acceptable in form and content to Landlord; (6) be primary and non-contributory; (7) contains an endorsement for cross liability and severability of interests with respect to the commercial general liability insurance required hereunder; and (8) contain an endorsement prohibiting cancellation or failure to renew without the insurer first giving Landlord thirty (30) days' prior written notice (or ten (10) days' prior written notice in the case of non-payment of premium) 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; provided, however, for purposes hereof, Tenant shall be permitted to maintain self-insurance retention deductibles as follows: (i) Two Hundred Fifty Thousand Dollars (\$250,000) with respect to the commercial general liability insurance required hereunder; (ii) One Hundred Thousand Dollars (\$100,000) with respect to the comprehensive automobile liability insurance required hereunder; and (iii) Five Hundred Thousand Dollars (\$500,000) with respect to the worker's compensation insurance required hereunder. 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, which shall include as attachments all endorsements to such insurance, and receipts evidencing payment therefor (and, upon request, copies of all required insurance policies, including endorsements and declarations, except that Tenant may reasonably redact such copies of insurance policies to the extent the same are not applicable to the Premises, the Building, or this Lease) 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, its agents, employees or 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 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 use reasonable efforts to secure a waiver of subrogation endorsement from its insurance carrier. Landlord also agrees to carry and maintain commercial general liability insurance in limits it reasonably deems appropriate (but in no event less than the limits required 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 Premises during Building Hours air-conditioning and heating during the seasons they are required in Landlord's reasonable judgment and otherwise in substantial accordance with the specifications attached as Exhibit E hereto and made a part hereof; and (b) Landlord will provide janitorial service on Monday through Friday (or, at Landlord's option, Sunday through Thursday) only (excluding legal public holidays), electricity 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 air-conditioning or heat beyond the Building Hours, 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 may install checkmeters to electrical circuits serving Tenant's equipment to verify that Tenant is not consuming excessive electricity. If such checkmeters indicate that Tenant's electricity consumption is excessive, then Landlord may install at Tenant's expense submeters to ascertain Tenant's actual electricity consumption, and Tenant shall thereafter pay to Landlord, as additional rent, the costs of such electricity consumed in the Premises, at the then-current price per kilowatt hour charged Landlord by the applicable utility. Tenant's electricity consumption shall be deemed excessive if the electricity consumption in the Premises per square foot of rentable area (including, without limitation, electricity consumed in connection with outlets and lighting use) during any billing period exceeds the average electricity consumption per square foot of rentable area during the same period for typical, similarly situated tenants in the Building, as reasonably calculated by Landlord. Tenant shall be required to install, as part of the initial Improvement Work, a separate electrical meter or submeter in the Premises. From and after the date of the installation of such meter or submeter, Tenant shall pay to the appropriate utility company or to Landlord, as the case may be, all charges for electricity consumed in the Premises as and when such charges become due and payable, and Landlord shall have no further liability or responsibility for such electricity. If the existing electrical and mechanical systems are not currently configured so as to serve the Premises independently, Landlord shall be responsible for effecting such configuration (or for installing separate meters or submeters, as Landlord deems appropriate), all at no cost or expense to Tenant.

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 Notwithstanding anything to the contrary contained in this Article XIV, if: (a) Landlord ceases to furnish any service which Landlord is required to provide in or to the Premises hereunder that is

necessary for use of the Premises for a period in excess of five (5) consecutive business days after Tenant notifies Landlord of such cessation (the “**Interruption Notice**”); (b) such cessation does not arise as a result of any act or omission of Tenant or any of Tenant’s Invitees; (c) such cessation is not caused by a fire or other casualty (in which case Article XVII shall control) or a condemnation (in which case Article XVIII shall control); (d) the restoration of such service is reasonably within the control of Landlord; and (e) as a result of such cessation, the Premises, or a material portion thereof, is rendered untenantable and Tenant in fact ceases to use the Premises, or such material portion thereof, then Tenant, as its sole remedy, shall be entitled to receive an abatement of Base Rent payable hereunder during the period beginning on the sixth (6th) consecutive business day of such cessation and ending on the day when the service in question has been restored. In the event that the entire Premises has not been rendered untenantable by the cessation in service, the amount of abatement that Tenant is entitled to receive shall be prorated based upon the percentage of the Premises so rendered untenantable and not used by Tenant.

## **ARTICLE XV - Liability of Landlord**

15.1 Landlord, its employees and agents shall not be liable to Tenant, any Invitee or any other person or entity for any damage (including indirect and consequential damage), injury, loss or claim (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 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. 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 willful misconduct to the extent such injury is not covered by insurance (a) carried by Tenant or such person, or (b) required by this Lease to be carried by Tenant; provided, however, that Landlord shall not under any circumstances be liable for any consequential or indirect damages.

15.2 Tenant shall reimburse Landlord and Landlord Parties for (as additional rent), and shall indemnify, defend upon request and hold them harmless from and against all 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 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 Invitee upon the Land prior to the Lease Commencement Date.

15.3 No landlord hereunder shall be liable for any obligation or liability based on or arising out of any event or condition occurring during the period that such landlord was not the owner of the Building or a landlord's interest therein. Within five (5) days after request, Tenant shall attorn to such transferee and execute, acknowledge and deliver any document submitted to Tenant confirming such attornment.

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 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 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 (provided, however, that no such amendment shall materially and adversely interfere with Tenant's ability to continue utilizing the Premises for the purposes permitted under Section 1.18 hereof). Tenant and 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. 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 ninety (90) days after the occurrence of such damage or destruction (taking into account the time needed for effecting a satisfactory settlement with any insurance company involved, removal of debris, preparation of plans and issuance of all required governmental permits), then Landlord shall have the right to terminate this Lease by giving written notice of termination within 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; provided, however, that if such damage or destruction was

caused by the act or omission of Tenant or any Invitee, then Tenant shall not be entitled to any such rent reduction. After receipt of all insurance proceeds (including proceeds of insurance maintained by Tenant), Landlord shall proceed with and bear the expenses of such repair and restoration of the Premises and the Building; provided, however, that (a) if such damage or destruction was caused by the act or omission of Tenant or any 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, (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 improvements installed pursuant to Exhibit B (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 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.

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 one-third or more of the Premises, or the use or occupancy thereof, shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose or sold under threat of such a taking or condemnation (collectively, "condemned"), then this Lease shall terminate on the day prior to the date title thereto vests in such authority and rent shall be apportioned as of such date. If less than one-third of the Premises or occupancy thereof is condemned, then this Lease shall continue in full force and effect as to the part of the Premises not so condemned, except that as of the date title vests in such authority Tenant shall not be required to pay rent with respect to the part of the Premises so condemned. 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 (i) relocation expenses, (ii) 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, and (iii) the then-unamortized portion of that portion of the

Improvement Work which has been paid for directly by Tenant (and not paid for from the Tenant Improvement Allowance provided by Landlord hereunder), 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 such failure 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; provided, however, that (i) with respect to the first such failure as to any particular Article of this Lease in any twelve (12) month period only, no Event of Default shall be deemed to have occurred unless such failure continues for fifteen (15) days after Landlord delivers written notice thereof to Tenant, or such shorter period as is appropriate if such failure can be cured in a shorter period (except that such cure period shall not be applicable if, in Landlord's sole and absolute discretion, such failure raises a life/safety issue with respect to the Building or its occupants or visitors, including, but not limited to, a threat of personal injury or continuing physical injury to the Building, or if such failure is affecting another tenant's use or occupancy of the Building or its premises), and (ii) if such failure is of such a nature that the same cannot reasonably be cured within such 15-day period, such failure shall be deemed to have been cured if Tenant commences such performance within said 15-day period and thereafter diligently undertakes to complete the same, and in fact, completes same as soon as reasonably practicable thereafter, and in any event within sixty (60) days after such initial written notice; (c) Tenant's failure to continuously occupy the Premises or diligently operate its business at the Premises; (d) an Event of Bankruptcy as specified in Article XX; (e) Tenant's dissolution or liquidation; (f) any Environmental Default as specified in Section 6.5; or (g) any subletting, assignment, transfer, mortgage or other encumbrance of the Premises or this Lease not permitted by Article VII; or (h) any default by Tenant or any affiliate of Tenant under any other instrument entered into with or for the benefit of Landlord or any affiliate of Landlord.

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, all in accordance with applicable Law. 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 consequential damages suffered or incurred by Landlord on account of Tenant's default (including, but not limited to late fees or other charges incurred by Landlord under any Mortgage). 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) and value of all vacancy periods projected by Landlord to be incurred in connection with the reletting of the Premises, minus (iii) any Base Rent, additional rent and other sums which Tenant proves by a preponderance of the evidence would be received by Landlord upon reletting of the Premises from the end of the vacancy period projected by Landlord 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. The provisions contained in this Section shall be in addition to, and shall not prevent the enforcement of, any claim Landlord may have against Tenant for anticipatory breach of this Lease. 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, including those available as a result of any anticipatory breach of this Lease. The exercise by Landlord of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. No delay or failure by Landlord 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, then Landlord may, but shall not be required to, make such payment or do such act. The taking of such action by Landlord shall not be considered a cure of such default by Tenant or prevent Landlord from pursuing any remedy it is otherwise entitled to in connection with such default. If Landlord elects to make such payment or do such act, then all expenses incurred by Landlord, plus interest thereon at a rate (the "**Default Rate**") equal to the greater of eighteen percent (18%) per annum or the rate per annum which is five (5) whole percentage points higher than the prime rate published in the Money Rates section of the *Wall Street Journal*, 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 nothing contained herein shall be construed as permitting Landlord to charge or receive

interest in excess of the maximum rate then allowed by law. Such late charge and interest shall constitute additional rent due hereunder without any notice or demand.

19.7 [Intentionally Omitted]

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.

## **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 thirty (30) 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; (f) such person submitting (either before or after execution hereof) to Landlord any financial statement containing any material inaccuracy or omission; or (g) a decrease by fifty percent (50%) or more of such person's net worth below the net worth of such person as of the date hereof. At any time upon not less than five (5) days' prior written notice, Tenant shall submit such information concerning the financial condition of any such person as Landlord may 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 "to 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 at Landlord's request promptly execute any requisite or appropriate document confirming the foregoing subordination. 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, (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 five (5) days after the request of such

transferee, Tenant shall execute, acknowledge and deliver any requisite or appropriate document submitted to Tenant confirming such attornment.

21.3 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, and (c) do not increase the rent and other sums to be paid by Tenant, then Landlord may submit to Tenant a commercially reasonable amendment to this Lease incorporating such required modifications, and Tenant shall execute, acknowledge and deliver such amendment to Landlord, or shall object to the same in writing (which objection shall state with specificity the items which Tenant disputes), within five (5) days after Tenant's receipt thereof. In the event of an objection, Landlord, Tenant, and such prospective or current holder shall reasonable cooperate in good faith to resolve such objection and finalize such amendment as soon thereafter as reasonably practicable.

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) 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 the Lease Term, then Tenant shall automatically forfeit all rights to the security deposit then being held by Landlord pursuant to this Lease and the rent payable by Tenant hereunder shall be increased to equal the greater of (1) one hundred twenty-five percent (125%) of the fair market rent for the entire Premises, or (2) double the Base Rent, additional rent and other sums that would have been payable pursuant to the provisions of this Lease if the Lease Term had continued during such holdover period. 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 Landlord reserves the following rights: (a) to change the street address and name of the Building (provided, however, in the case of a voluntary change by Landlord, Landlord shall provide Tenant with not less than sixty (60) days' prior written notice thereof and shall reimburse Tenant for the actual and reasonable cost of printing and mailing of notices to customers and others of such change, as well as the actual and reasonable cost of replacement of a reasonable quantity of Tenant's then-existing stocks of stationery, business cards, and related materials, not to exceed the sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) per change by Landlord); (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) if Tenant vacates the Premises prior to the expiration of the Lease Term, to make Alterations to or otherwise prepare the Premises for reoccupancy without relieving Tenant of its obligation to pay all Base Rent, additional rent and other sums due under this Lease through such expiration; (i) to construct improvements (including kiosks) on the Land and in the public and common areas of the Building; (j) 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; (k) 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, and for such purposes to enter upon the Premises upon reasonable prior verbal notice (except in an emergency, in which case no notice shall be necessary), 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, (l) to 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 (m) if any excavation or other substructure work shall be made or authorized to be made upon land adjacent to the Building or the Land, to enter the Premises for the purpose of doing such work as is required to preserve the walls of the Building and to preserve the land from injury or damage and to support such walls and land by proper foundations. 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, to the extent that any such exercise requires entry into the Premises, Landlord shall provide Tenant with reasonable prior notice thereof (except in the event of an emergency), and Landlord shall use commercially reasonable efforts to minimize any interference with Tenant's use or occupancy of, and Tenant's business operations within, the Premises to the extent resulting therefrom.

#### **ARTICLE XXIV - Parking**

During the Lease Term, Tenant shall have the right and license to use up to, but not in excess of, fifty-six (56) unreserved surface parking spaces for the parking of standard-sized passenger automobiles in the parking areas serving the Building (the "**Parking Areas**"), and Landlord may, at Landlord's sole option, issue parking permits to Tenant for any or all such spaces from time to time. Tenant shall not assign, sublet or transfer any parking permits, 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. All parking spaces provided to Tenant shall be unreserved and are to be used by Tenant, and its employees and invitees, in common with the other tenants of the Building and their respective employees and invitees, and subject in all events to the rules and regulations applicable to the Building 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, and/or make alterations or additions to such Parking Areas at any time, 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 or requiring Tenant and its employees and invitees to park their cars only in areas specifically designated from time to time by Landlord for that purpose; provided, however, that Landlord shall not hereafter grant to any subsequent tenant of the Building reserved parking spaces in that portion of the Parking Areas located adjacent to the designated entrance of the Premises. 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; provided, however, without limitation of the other terms and provisions hereof, and so long as none of the same result in any obstruction of, or interference with, the Parking Areas or the use thereof by other tenants and occupants of the Building and is otherwise permitted by applicable Laws, (i) Tenant shall be entitled to have a reasonable quantity of Tenant's vehicles left in the Parking Areas on an overnight basis, (ii) Tenant may park Tenant's barbecue trailer in Tenant's portion of the Parking Areas or within the dock area exclusively serving the Premises (provided, however, if so requested by Landlord, Tenant shall locate such barbecue trailer in a non-visible area of the Property). The use of any and all such Parking Areas shall at all times be at the sole risk of Tenant, and its employees and invitees, and in no event shall Landlord have any liability whatsoever, whether to Tenant or to any such employees or 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, after due inquiry, 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 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. It is further acknowledged, understood, and agreed that Landlord's breach or violation of any of the provisions or restrictions of the USA Patriot Act or any other Anti-Terrorism Laws shall be deemed a default by Landlord under this Lease and shall entitle Tenant to any and all remedies available hereunder, or at Law or in equity, in connection therewith.

## **ARTICLE XXVII - REIT Matters**

27.1 It is intended that all Rent 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" 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 "rents from real property" for the purposes of Sections

512(b)(3) or 856(d) of the Code and Tax Regulations, Tenant agrees to cooperate with Landlord by entering into such amendment or amendments to this Lease as Landlord deems necessary to qualify all Rent as "rents from real property", 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.

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).

28.4 At any time and from time to time, upon not less than five (5) days' prior written notice, Tenant and each subtenant, assignee, licensee or concessionaire or occupant of Tenant shall execute, acknowledge and deliver to Landlord and/or any other person or entity designated by Landlord, a written statement certifying: (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications); (b) the dates to which the rent and any other charges have been paid; (c) whether or not Landlord is in default in the performance of any obligation, and if so, specifying the nature of such default; (d) the address to which notices to Tenant are to be sent; (e) that this Lease is subject and subordinate to all Mortgages encumbering the Building or the Land; (f) that Tenant has accepted the Premises and that all work thereto has been completed (or if such work has not been completed, specifying the incomplete work); and (g) such other matters as Landlord may reasonably request. Any such statement may be relied upon by any

owner of the Building or the Land, any prospective purchaser of the Building or the Land, any holder or prospective holder of a Mortgage or any other person or entity. Tenant acknowledges that time is of the essence to the delivery of such statements and that Tenant's failure to deliver timely such statements may cause substantial damages resulting from, for example, delays in obtaining financing secured by the Building. Tenant shall be liable for all such damages. 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. TENANT CONSENTS TO SERVICE OF PROCESS AND ANY PLEADING RELATING TO ANY SUCH ACTION AT THE PREMISES; PROVIDED, HOWEVER, THAT NOTHING HEREIN SHALL BE CONSTRUED AS REQUIRING SUCH SERVICE AT THE PREMISES. 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 I. 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 replaced by the valid and enforceable provision most substantively similar to such invalid or unenforceable provision, and the remainder of this Lease and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby. Nothing contained in this Lease shall be construed as permitting Landlord to charge or receive interest in excess of the maximum rate allowed by law.

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 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 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 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 interfere with Tenant's use or occupancy of, or Tenant's business operations within, the Premises.

28.18 The rentable area in the Building and in the Premises shall be determined by Landlord's architect in accordance with the BOMA method of measurement.

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 ten (10) days after the date Landlord notifies Tenant of the amount thereof.

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 is in any way delayed or prevented from performing any obligation due to fire, act of God, governmental act or failure to act, strike, labor dispute, inability to procure materials, or any cause beyond Landlord's reasonable control (whether similar or dissimilar to the foregoing events), then the time for performance of such obligation shall be excused for the period of such delay or prevention and extended for a period equal to the period of such delay, interruption or prevention.

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 The parties intend that all payments made to Landlord under this Lease will qualify as rents from real property for purposes of Section 512(b)(3) of the Internal Revenue Code of 1986, as amended ("**Qualified Rents**"). If Landlord, in its sole discretion, advises Tenant that there is any risk that all or part of any payments made under this Lease will not qualify as Qualified Rents, Tenant agrees (i) to cooperate with landlord to restructure this Lease in such manner as may be necessary to enable such payments to be treated as Qualified Rents, 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.

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 (i) 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, or (ii) issuing notices via mail, e-mail, press release, or similar media advising of Tenant's new office location, size, and contemplated tenant improvements so long as no other material terms or provisions of this Lease are included therewith. 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 its Invitees in order to enforce the provisions of this Section 28.30.

## ARTICLE XXIX - Termination Option

29.1 Subject to the terms and provisions of this Article XXIX, Tenant shall have and is hereby granted the one-time right and option (the "**Termination Option**") to terminate this Lease with respect to the entirety of the Premises effective on March 31, 2024 (the "**Early Termination Date**"), which Termination Option shall be exercised by Tenant, if at all, as follows:

(i) Tenant shall deliver binding written notice to Landlord of Tenant's exercise of such Termination Option ("**Tenant's Termination Notice**") on or before, but not later than, March 31, 2023 (the "**Termination Option Exercise Date**"), and in the event that Tenant fails to deliver Tenant's Termination Notice to Landlord by the Termination Option Exercise Date, Tenant shall, at the sole option of Landlord, be deemed to have irrevocably waived the Termination Option, and the same shall be null, void, and of no further force or effect, time being of the essence with respect to the delivery of Tenant's Termination Notice hereunder.

(ii) Tenant shall pay to Landlord a termination fee (the "**Termination Fee**") equal to the then-unamortized costs (as of the Early Termination Date) incurred by Landlord in connection with this Lease, including the Tenant Improvement Allowance, Space Planning Allowance, Abated Rent, any and all leasing commissions, and any and all attorneys' fees (all of which costs shall be amortized over the period commencing on the Lease Commencement Date and ending on the initial Termination Date at a rate of eight percent (8%) per annum). The entirety of the Termination Fee shall be due and payable concurrently with the delivery of Tenant's Termination Notice hereunder. 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 Lease Commencement Date), Landlord shall provide Tenant with Landlord's calculation of the Termination Fee payable hereunder.

(iii) The Termination Fee shall be subject to adjustment if Tenant shall hereafter expand the Premises, whether pursuant to the Right of First Offer (as hereinafter defined) or otherwise, such adjustment to be consistent with the methodology utilized in arriving at the original Termination Fee and reflective of the economic concessions provided with respect to such additional space.

(iv) Tenant shall deliver the Premises to Landlord on or before the Early Termination Date in accordance with the terms and conditions of the Lease, the same as if such Early Termination Date were the original Expiration Date of this Lease with respect to the Premises.

29.2 The Termination Option is personal to DPR Construction and may not be exercised by, nor shall such Termination Option extend to, any assignee, subtenant, or any other party. It shall be a condition of Tenant's right to exercise the Termination Option that (i) neither this Lease, nor Tenant's right to possession hereunder, shall have previously been terminated, (ii) Tenant is not then in default under any of the terms, covenants, or conditions of this Lease at the time that Tenant delivers Tenant's

Termination Notice or upon the Early Termination Date, and (iii) Tenant shall have submitted the entirety of the Termination Fee in accordance with the requirements set forth herein.

29.3 In the event that Tenant validly exercises the Termination Option hereunder, Tenant shall, if so requested by Landlord, execute and deliver to Landlord a lease termination agreement setting forth the terms of such Termination Option within ten (10) days after Landlord's delivery of such agreement to Tenant, but in any event prior to the Early Termination Date.

### **ARTICLE XXX - Extension Option**

30.1 Subject to the terms and provisions of this Article XXX, Tenant shall have and is hereby granted the one-time right and option (the "**Extension Option**") to extend the Term of this Lease for the entirety of the Premises then demised hereunder for one (1) additional period of five (5) years commencing on April 1, 2027 and ending on March 31, 2032 (such period being referred to herein as the "**Extended Term**"), which Extension Option shall be exercised by Tenant, if at all, by giving binding written notice thereof (the "**Extension Notice**") to Landlord on or before, but not later than, June 30, 2026 (the "**Extension Option Exercise Date**"). In the event that Tenant fails to deliver Tenant's Extension Notice to Landlord on or before the Extension Option Exercise Date (time being of the essence with respect to the delivery of Tenant's Extension Notice), Tenant shall be deemed to have irrevocably waived its Extension Option hereunder, and this Article XXX shall become null and void and of no further force or effect.

30.2 The Extended Term shall be on the same terms, covenants, and conditions of this Lease, excluding the provisions of this Article XXX, and further excluding the provisions of Section 4.4, Article XXIX, and Article XXXI hereof, and except for the Base Rent payable during the Extended Term. Tenant shall have no further right or option to extend the Term of this Lease beyond the Extended Term. Any termination of this Lease during the original Term hereof, or during the Extended Term, shall terminate all rights of Tenant under this Article XXX. In addition to the Base Rent as hereinafter provided, Tenant shall and hereby agrees to continue to pay to Landlord during the Extended Term Tenant's Proportionate Share of Operating Charges and Real Estate Taxes, together with all other sums due and payable by Tenant under this Lease, in accordance with the terms and provisions hereof.

30.3 The Base Rent during the Extended Term shall be at the Market Rental Rate (as hereinafter defined) applicable to the Extended Term. For purposes of this Article XXX, "**Market Rental Rate**" shall mean the net rental, as of the date for which such Market Rental Rate is being calculated, per annum per rentable square foot for comparable space of comparable size, including appropriate market-based rent concessions, tenant improvements, and brokerage fees, to the extent applicable, for a similar term for comparably credit-worthy tenants for similar lease renewal transactions 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 and to the extent appropriate, then-prevailing market concessions, tenant inducements, tenant allowances, and any appropriate modification of the Base Year hereunder. Within thirty (30) days following Landlord's receipt of Tenant's Extension Notice, Landlord shall advise Tenant in writing ("**Landlord's Market Rental Rate Notice**") of the Market Rental Rate at which Landlord is prepared to offer the Premises to Tenant for the Extended Term. Tenant may thereafter deliver to Landlord Tenant's Extension Notice on or before the Extension Option Exercise Date, which Extension Notice shall state with specificity that (i) Tenant elects to exercise the Extension Option on the terms outlined in Landlord's Market Rental Rate Notice, (ii) Tenant elects to exercise its Extension Option, but disagrees with the Market Rental Rate set forth in Landlord's Market Rental Rate Notice (in which event the Extension Notice shall include Tenant's determination of the applicable Market Rental Rate), or (iii) Tenant declines to exercise the Extension Option. Tenant's Extension Notice, and the election outlined therein, shall be

final and binding. In the event that Tenant shall fail to provide Tenant's Extension Notice by the Extension Option Exercise Deadline, or in the event that Tenant shall deliver written notice to Landlord declining to exercise its Extension Option, Tenant shall be deemed to have irrevocably waived its Extension Option hereunder. In the event that Tenant shall deliver Tenant's Extension Notice electing the option in Clause (i) above, the Market Rental Rate applicable during the Extended Term shall be as set forth in Landlord's Market Rental Rate Notice. In the event Tenant shall deliver Tenant's Extension Notice electing the option in Clause (ii) above, Landlord and Tenant shall thereafter negotiate the Market Rental Rate in good faith for a period not to exceed thirty (30) days (the "**Negotiation Period**"). In the event Landlord and Tenant, acting in good faith, are unable to thereafter agree upon the Market Rental Rate prior to expiration of the Negotiation Period, the Market Rent Rate shall be determined as follows:

- (i) Landlord and Tenant, within seven (7) days after expiration of the Negotiation Period, 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**"). 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;
- (ii) 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 seven (7) 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 Extended Term. Each commercial real estate broker selected pursuant hereto shall (a) be a licensed commercial real estate broker in good standing, (b) have had at least ten (10) years experience within the previous fifteen (15) years as a commercial real estate broker working in the "Reston, Virginia" submarket of the greater Washington, D.C. marketplace, (c) have working knowledge of current rental rates and practices, and (d) 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 Extended Term. The Estimate chosen by such commercial real estate brokers shall be binding on both Landlord and Tenant as the Base Rent rate for the space in question; and
- (iii) If either Landlord or Tenant fails to appoint a commercial real estate broker within the 7-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 prevailing market rental rate within twenty (20) days after their appointment, then, within ten (10) days after the expiration of such 20-day period, the two (2) 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 Executive Director of the local chapter of BOMA). 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 prevailing market rental rate and such Estimate shall be binding on both Landlord and Tenant as the Market Rental Rate for the space in question. If the third commercial real estate broker believes that expert advice would materially assist, such commercial real estate broker may retain one or more qualified persons to provide such expert advice. 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.

30.4 The Extension Option is personal to DPR Construction and may not be exercised by, nor shall such Extension Option extend to, any assignee, subtenant, or any other party. It shall be a condition of Tenant's right to exercise the Extension Option that (i) neither this Lease, nor Tenant's right to possession hereunder, shall have previously been terminated (whether pursuant to Tenant's exercise of the Termination Option hereunder or otherwise), (ii) Tenant is not then in default under any of the terms, covenants, or conditions of this Lease at the time that Tenant delivers Tenant's Extension Notice or upon the effective date of such Extension Option, (iii) Tenant has not assigned this Lease, in whole or in part, or sublet all or any portion of the Premises, at the time of delivery of Tenant's Extension Notice or upon the effective date of such Extension Option, (iv) Tenant is then leasing and occupying the entirety of the Premises then demised hereunder at the time of delivery of Tenant's Extension Notice and upon the effective date of such Extension Option, 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 Extension Notice or upon the commencement of the Extended Term.

30.5 In the event Tenant exercises its Extension Option under this Article XXX, Tenant shall execute and deliver to Landlord a lease amendment setting forth the terms of such Extension Option within ten (10) days following the delivery thereof by Landlord.

## **ARTICLE XXXI - Right of First Offer**

31.1 Subject to the terms and provisions of this Article XXXI, and subject, further, to (i) the right of Landlord to hereafter enter into one or more leases for all or any portion or portions of the first (1st) floor of the Building from time to time (each, an "**Initial 1st Floor Lease**"), as well as any and all rights and options granted to any tenant or occupant (including their respective successors and assigns) under any such Initial 1st Floor Lease, and (ii) the right of Landlord to renew or extend the lease of any future tenant or occupant of the ROFO Space, or any portion thereof, whether pursuant to such future tenant's or occupant's existing lease or occupancy agreement or otherwise, for which Tenant has failed to exercise its Right of First Offer hereunder (collectively, "**Superior Tenant Rights**"), in the event that any rentable space located on the first (1st) floor of the Building (each such space being referred to herein as a "**ROFO Space**") becomes or will become vacant and free and clear of such Superior Tenant Rights, Tenant shall have and is hereby granted the right (the "**Right of First Offer**") to add such ROFO Space to the Premises demised hereunder in accordance with the terms and provisions of this Article XXXI. No failure to exercise a Right of First Offer with respect to any portion of the ROFO Space shall affect in any manner Tenant's continuing Right of First Offer with respect to any other ROFO Space.

31.2 Subject to the foregoing, at such time as any such ROFO Space becomes or will become vacant and free and clear of Superior Tenant Rights as aforesaid, Landlord shall notify Tenant in writing thereof (each, a "**ROFO Notice**"), which ROFO Notice shall include (1) a description of the ROFO Space, (2) the Market Rental Rate and other economic terms Landlord is prepared to accept, (3) the anticipated date on which such ROFO Space will be available to Tenant for occupancy as described above (the "**Proposed ROFO Space Delivery Date**"), (4) the proposed rent commencement date, and (5) the condition in which the ROFO Space will be delivered, which shall be consistent with the other economic terms. Tenant shall thereafter have five (5) days following Tenant's receipt of such ROFO Notice from Landlord within which to notify Landlord in writing of Tenant's desire to add the ROFO Space to the Premises on the terms outlined in the ROFO Notice ("**Tenant's ROFO Exercise Notice**"). In the event that Tenant fails to so notify Landlord of its acceptance of such offer within such 5-day period, or in the event that Landlord and Tenant fail to thereafter enter into a lease amendment which adds the ROFO Space to the Premises on the terms provided herein within the time period set forth in Section 31.5 below,

Landlord may thereafter lease such ROFO Space to any other third party on such terms and conditions as Landlord shall deem appropriate in Landlord's sole and absolute discretion, and Tenant shall have no further right or interest in or to the ROFO Space identified in such ROFO Notice. Time is of the essence in the giving of Tenant's ROFO Exercise Notice hereunder.

31.3 In the event that Tenant validly exercises its Right of First Offer hereunder, the ROFO Space shall be added to and included in the Premises, and any reference in this Lease to the term "Premises" shall be deemed to refer to and include any such ROFO Space, subject to all of the terms and conditions of the Lease, as amended hereby, with the following exceptions and modifications:

- (i) The rentable area of the Premises shall be increased by the rentable area of the ROFO Space;
- (ii) Tenant's Proportionate Share shall be increased to reflect the rentable area of such ROFO Space;
- (iii) The term of the demise covering such ROFO Space shall commence on the later of (A) the Proposed ROFO Space Delivery Date, or (B) the date on which vacant possession of such ROFO Space is actually tendered to Tenant in the condition required under the applicable ROFO Notice (such date being referred to herein as the "**ROFO Space Commencement Date**"), and shall thereafter be commensurate with the then-remaining Term of this Lease (provided, if less than three (3) years are then remaining in the Term of this Lease, Tenant shall not have the right to exercise its Right of First Offer hereunder unless Tenant delivers to Landlord, simultaneously with the delivery of Tenant's ROFO Exercise Notice hereunder, Tenant's First Extension Notice irrevocably exercising Tenant's Extension Option under this Lease);
- (iv) Tenant shall accept the ROFO Space in the condition set forth in the applicable ROFO Notice, and Landlord shall not be obligated to perform any alterations, improvements, or additions thereto, or to provide any allowance or other concessions therefor, except as otherwise provided in the applicable ROFO Notice;
- (v) Base Rent for the ROFO Space shall be at the Market Rental Rate set forth in the ROFO Notice (which shall be determined as provided under Section 30.3 hereof, except that the arbitration provisions set forth therein shall in no event be applicable in connection with any such ROFO Space hereunder);
- (vi) In addition to the Base Rent applicable thereto, Tenant shall be required to pay Tenant's Proportionate Share of Operating Charges and Real Estate Taxes, together with any and all other sums and charges due and payable by Tenant pursuant to the terms and provisions of this Lease, in connection with the ROFO Space in the manner set forth herein;
- (vii) Tenant's obligation to pay Base Rent and Additional Rent with respect to the ROFO Space shall commence on the ROFO Space Commencement Date, except as otherwise provided in the applicable ROFO Notice.

31.4 The Right of First Offer is personal to DPR Construction and may not be exercised by, nor shall such Right of First Offer extend to, any assignee, subtenant, or any other party. It shall be a condition of Tenant's right to exercise the Right of First Offer that (i) neither this Lease, nor Tenant's right to possession hereunder, shall have previously been terminated (whether pursuant to Tenant's exercise of the Termination Option hereunder or otherwise), (ii) Tenant is not then in default under any of the terms, covenants, or conditions of this Lease at the time that Tenant delivers Tenant's ROFO Exercise Notice or

upon the ROFO Space Commencement Date, (iii) Tenant has not assigned this Lease, in whole or in part, or sublet all or any portion of the Premises, at the time that Tenant delivers Tenant's ROFO Exercise Notice or upon the ROFO Space Commencement Date, (iv) Tenant is then leasing and occupying the entirety of the Premises then demised hereunder at the time that Tenant delivers Tenant's ROFO Exercise Notice or upon the ROFO Space Commencement Date, 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 ROFO Exercise Notice or upon the ROFO Space Commencement Date.

31.5 In the event Tenant exercises its Right of First Offer under this Article XXXI, Tenant shall execute and deliver to Landlord a lease amendment setting forth the terms of such Right of First Offer within ten (10) days following the delivery thereof by Landlord.

## **ARTICLE XXXII - Rooftop Communications Equipment**

Subject to the terms and provisions of this Article XXXII, and subject, further, to the availability of adequate space therefor from time to time (it being acknowledged, understood, and agreed that Landlord shall not be required to hold any space in reserve for Tenant for purposes hereof), Tenant shall have the non-exclusive right and license, all in accordance with applicable Laws and upon written notice to Landlord, to license such portion of the Building's roof to be designated by Landlord (not to exceed Tenant's Proportionate Share of the total available tenant roof space, except as hereinafter provided) (collectively, "**Tenant's Roof Space**"), to install, operate and maintain (a) satellite dishes, antennae, and/or other communications equipment (collectively, the "**Rooftop Communications Equipment**"), (b) solar panels serving the Premises (the "**Solar Panels**"), (c) skylights serving the Premises (the "**Skylights**"), and (d) a rooftop deck (the "**Rooftop Deck**", and together with the Rooftop Communications Equipment, the Solar Panels, and the Skylights, collectively, the "**Rooftop Installations**"), subject, in each case, to the following terms, conditions, and limitations: (i) the location of Tenant's Roof Space and the Rooftop Installations shall be in such location as Landlord shall direct, and Tenant agrees that in the event Landlord requires the relocation of any portion of Tenant's Roof Space and/or the Rooftop Installations after they have been installed, Tenant agrees to relocate the same, at Landlord's sole cost and expense, to a new location at the Building reasonably designated by Landlord, unless such relocation is necessary to comply with applicable Laws or results from Tenant's use of any portion of the roof which is excess of Tenant's Proportionate Share of the total available tenant roof space, in which event such relocation shall be at Tenant's sole cost and expense; (ii) the installation, operation, maintenance, repair, replacement, and removal of the Rooftop Installations, together with any and all maintenance and repair of the roof and other affected areas of the Building, including, without limitation, Tenant's Roof Space, arising from or required in connection with the Rooftop Installations and/or Tenant's use thereof or access thereto, and any attendant costs and expenses, shall be the sole responsibility of Tenant and shall be subject to the provisions of this Lease, including, without limitation, Article IX hereof; (iii) prior to the installation of any such Rooftop Installations, Tenant shall obtain, at its sole cost and expense, all approvals, permits, and licenses required by any regulatory body having authority over the installation or operation of the Rooftop Installations, if any, and shall, if any such approvals, permits, or licenses are required, deliver evidence of the same to Landlord, and shall in all events comply with any and all Laws applicable to the Rooftop Installations; (iv) Tenant shall use contractors reasonably approved by Landlord (including, without limitation, Landlord's rooftop manager, if any) for the installation, maintenance, and removal of the Rooftop Installations, as well as access to Tenant's Roof Space from time to time; (v) upon the expiration or earlier termination of this Lease (but in any event, prior thereto), Tenant shall, unless directed otherwise by Landlord in writing, remove the Rooftop Installations and repair, to Landlord's reasonable satisfaction, Tenant's Roof Space, together with any and all damage to other portions of the Building caused by such installation, use, or removal, all at Tenant's sole cost and expense, and restore those portions of the Building affected thereby to the

condition existing prior to such installation; (vi) Tenant and all other third parties shall be prohibited from accessing or using the Building's roof or other secured areas for any purpose not expressly permitted under this Article XXXII or elsewhere in this Lease, without Landlord's prior written consent in each instance; (vii) Tenant shall not, without the prior written consent of Landlord, assign, sublet, license, or otherwise permit any other party to use the Rooftop Installations, nor engage in the reselling of any services associated with the Rooftop Communications Equipment or the Solar Panels, it being acknowledged and agreed that the Rooftop Communications Equipment and the Solar Panels may only be utilized by Tenant in connection with its business activities conducted at the Premises; and (viii) such Rooftop Installations shall not materially interfere with the systems or equipment of Landlord or other tenants or occupants of the Building at any time. The size, type, and location of the Rooftop Installations shall be subject to Landlord's approval, which shall not be unreasonably withheld so long as such Rooftop Installations and the placement thereof do not materially or adversely affect the Building Structure and Systems, or otherwise adversely impact the appearance or aesthetics of the Building (and Landlord may require an enclosure or other screening in connection therewith). Landlord's consenting to the installation of the Rooftop Installations at the Building is in no way to be interpreted as any representation by Landlord that such Rooftop Installations will conform with applicable Laws, or relieve Tenant of its obligation to obtain the necessary consents, licenses, or other approvals necessary to install and operate such Rooftop Installations. Tenant further agrees to cause its insurance policies required under the Lease to be extended to include Tenant's Roof Space and the Rooftop Installations, naming Landlord as an additional insured (as well as any mortgagee of Landlord and any other party reasonably designated in writing by Landlord), and insuring against any loss resulting from the installation, operation, maintenance, and removal of such Rooftop Installations, as well as the use and occupancy of Tenant's Roof Space. Notwithstanding anything in this Article XXXII to the contrary, but otherwise subject to the terms and provisions hereof, Tenant shall, with the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed, be permitted to use additional portions of the Building's roof which are in excess of Tenant's Proportionate Share of the total available tenant roof space (herein, the "Excess Roof Space") for purposes of the Rooftop Installations; provided, however, that Tenant's use of such Excess Roof Space shall be at Tenant's sole risk, cost, and expense, and in the event that Landlord hereafter requires the use of all or any portion of such Excess Roof Space for another tenant or tenants of the Building, Tenant shall be required to vacate and surrender such portion(s) of the Excess Roof Space, and to remove the Rooftop Installations therefrom, promptly following Landlord's written demand therefor, and otherwise in accordance with the terms and provisions of this Article XXXII.

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

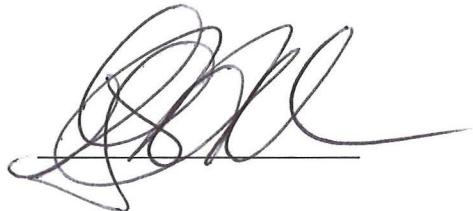


By: Robin Zeigler  
Name: Robin Zeigler  
Title: Authorized Signatory

WITNESS/ATTEST:

TENANT:

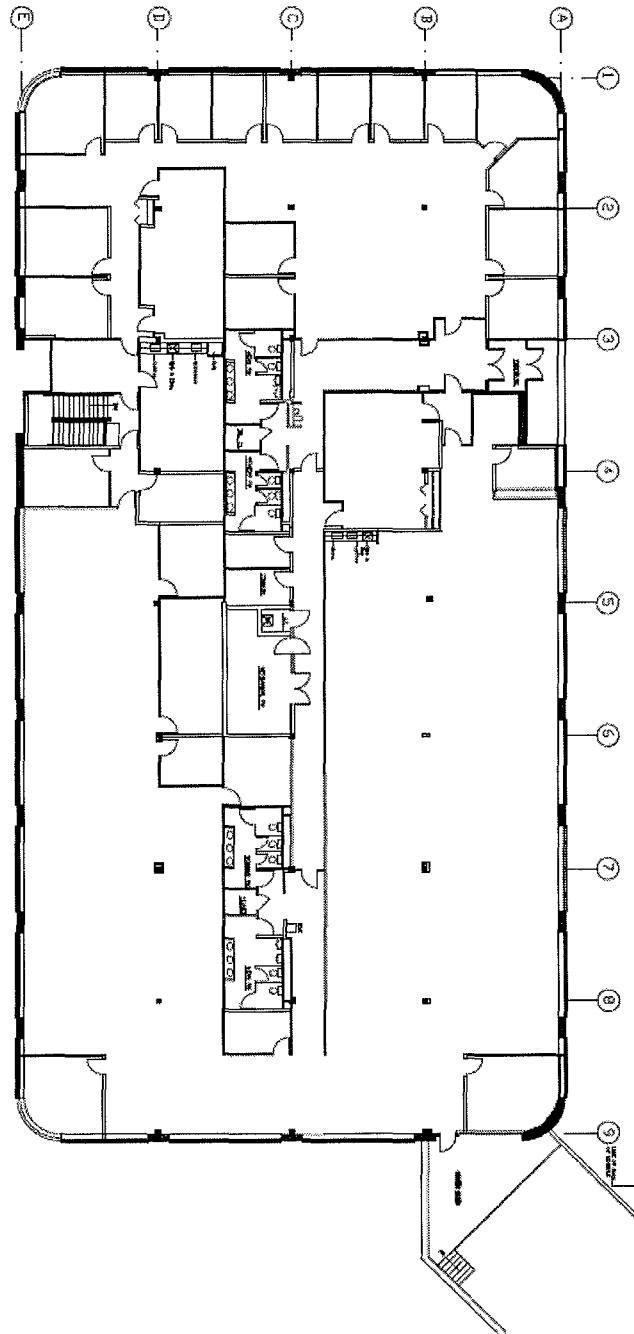
**DPR CONSTRUCTION**, a California general partnership



By: Marcus Ford  
Name: Marcus Ford  
Title: Executive Vice President

**EXHIBIT A**  
**PLAN SHOWING PREMISES**

11109 Sunset Hills Road – 2nd Floor



## **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. Tenant shall construct, or cause to be constructed, at Tenant's sole cost and expense (subject, however, to application of the Tenant Improvement Allowance as hereinafter provided) leasehold improvements to the Premises (the "**Improvement Work**") in accordance with the Plans (as hereinafter defined). The Improvement Work shall specifically include, without limitation, (i) a separate electrical meter or submeter serving the Premises and any utility and system separation required in connection with the Premises, subject in all events to Landlord's approval thereof as hereinafter set forth, and (ii) renovations to the exterior storefront portion of the Building serving the Premises, and may also include a rooftop deck and solar panels servicing the Premises (the items described in this Clause (ii) being sometimes separately referred to herein as the "**Exterior Renovations**"). If so desired by Tenant, the Improvement Work may also specifically include, without limitation, a modification, extension, and/or repurposing of the loading dock area serving the Premises (such portion of the Improvement Work being specifically referred to herein as the "**Loading Dock Work**"), subject in all events to Landlord's approval thereof as hereinafter set forth.

(a) Tenant shall prepare, or cause to be prepared, by a licensed architect reasonably acceptable to, and first approved in writing by, Landlord ("**Tenant's Architect**") a preliminary space plan for the Premises (the "**Space Plan**"). Landlord hereby approves SmithGroup as Tenant's Architect for purposes hereof. 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. 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 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 Space Planning Allowance (as hereinafter defined) 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, such failure shall be deemed an approval of the Space Plan or the applicable revisions thereto, as the case may be. In the event that Landlord and Tenant, acting reasonably and in good faith, are unable to agree on the Space Plan or any revisions thereto within forty-five (45) days following expiration of the applicable review and response period, either party may, upon written notice delivered to the other party hereto, cause such Space Plan or the applicable revisions thereto, as the case may be, to be submitted to an independent licensed third party architect for review and resolution, which decision shall be final and binding upon the parties. The cost of such third party architect shall be shared equally by and between Landlord and Tenant.

(b) Promptly following Landlord's approval of the Space Plan, Tenant shall prepare, or cause to be prepared, by Tenant's Architect working drawings for the construction of the improvements adequate in detail to perform the Improvement Work (inclusive of the Exterior Renovations), 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 Improvement Work (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. 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 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).

(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, or (ii) comply with applicable Laws, 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) Tenant shall be permitted to select the general contractor who will perform the Improvement Work and any Additional Work so long as such general contractor has first been approved by Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed so long as such general contractor is a licensed, bonded, and insured union contractor capable of performing quality workmanship and capable of working in harmony with (and without disruption of) the contractors of Landlord and other tenants and occupants of the Building. Subject to the foregoing requirements, Landlord hereby approves Tenant, who is a licensed general contractor, to act as its own general contractor hereunder. In the event that the Improvement Work, or any portion thereof, is performed by contractors or workmen other than Landlord's contractors or workmen, any such contractors or workmen must first be approved, in writing, by Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed so long as such contractors are licensed, bonded, and insured contractors capable of performing quality workmanship and capable of working in harmony with (and without disruption of) the contractors of Landlord and other tenants and occupants of the Building, and Landlord shall have the right to receive copies of any and all contracts to be executed by and between Tenant and any such contractors or workmen. Landlord may require that Tenant select subcontractors from a list of such parties for any portion of the Improvement Work involving fire alarm work or work affecting base Building systems, equipment, or structural components (including, without limitation, the roof). Tenant shall cause all such contractors and workmen to procure and maintain, and to submit to Landlord prior to the commencement of the Improvement Work or any portion thereof (and as a condition of being granted entry to the Premises), such insurance coverage as may be required by Landlord, as well as a certificate evidencing such coverage and any required endorsements thereto. Such insurance coverage shall name Landlord and such other parties as Landlord may direct as additional insureds thereunder.

(e) Tenant shall be required to procure and obtain, and present evidence thereof to Landlord prior to the commencement of any work hereunder, any and all permits and governmental approvals required in connection with the Improvement Work and any Additional Work hereunder. The Improvement Work shall thereafter be performed by Tenant, at Tenant's sole cost and expense (subject to application of the Tenant Improvement Allowance), and (i) in strict accordance with the Plans, (ii) in compliance with all applicable Laws, and (iii) in a good and workmanlike manner utilizing only good grades of materials and finishes. Tenant shall cause its contractors to warrant that the 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 Improvement Work, if longer. Such warranties shall run to the benefit of each of Tenant and Landlord.

(f) Landlord, at its option, may require Tenant to remove any alterations, additions, or improvements comprising part of the Improvement Work or the Additional Work (as hereinafter defined) upon the expiration or earlier termination of the Lease in order to restore the Premises to the condition existing prior to the Commencement Date, but only if Landlord so specifies in writing to Tenant at the time of Landlord's approval of the Plans what portion of the Improvement Work or the Additional Work, if any, as the case may be, shall be required to be so removed; provided, however, that (i) Tenant shall only be required to remove such components of the initial Improvement Work or the Additional Work if the same constitute (A) trade fixtures or items personal and proprietary to Tenant's business, or (B) special, unique, or extraordinary installations of a type not customarily or typically included as part of general commercial office improvements or which involve extraordinary demolition and removal costs (including, by way of example and not of limitation, raised flooring, reinforced flooring, supplemental HVAC or other utility installations, beam or slab cuts or modifications, interior stairways, and any other structural or base Building modifications), (ii) unless otherwise directed in writing by Landlord, Tenant shall in any event be required to remove any and all voice and data cabling and wiring installed in the Premises or the Building by or at the direction of Tenant, and (iii) notwithstanding the foregoing, Tenant shall not be required to remove or restore any portion of the Loading Dock Work hereunder.

2. Any other work desired by Tenant, and approved by Landlord (which approval shall not be unreasonably withheld), shall be performed by Tenant at Tenant's sole cost and expense (subject to application of the Tenant Improvement Allowance), subject to the terms and provisions of this Work Letter. If Tenant desires any work in addition to the 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 Landlord's review and approval, which shall be in accordance with Paragraph 1 hereof. Prior to commencing any such Additional Work, Tenant shall submit to Landlord a written estimate of the cost of such Additional Work.

3. (a) Landlord shall make available to Tenant an allowance (the "**Tenant Improvement Allowance**") in an amount not to exceed One Million Two Hundred Thirty-Six Thousand Seven Hundred Twenty and No/100 Dollars (\$1,236,720.00) (calculated by multiplying \$60.00 by 20,612, being the rentable area of the Premises), to be used towards payment of certain costs incurred by Tenant in connection with the Improvement Work and any Additional Work, including, without limitation, construction costs, 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 Improvement Work and any Additional Work exceeds the Tenant Improvement Allowance, Tenant shall promptly pay as and when due any and all costs of the Improvement Work and any Additional Work that are in excess of the Tenant Improvement Allowance (it being acknowledged, understood, and agreed that Any and all costs of the Improvement Work and Additional Work in excess of the Tenant Improvement Allowance 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). Landlord shall have the option, but not the obligation, to establish a construction escrow with a licensed title insurance company or with Landlord's lender (an "**Escrowee**") for deposit and disbursement of the Tenant Improvement Allowance hereunder. Funds may be drawn against the Tenant Improvement Allowance at any time and from time to time commencing upon full execution of this Lease, but not after December 31, 2016 (the "**Allowance Application Deadline**"), subject to the following:

- (i) Tenant may not make more than one (1) draw in any calendar month;
- (ii) The minimum amount which may be drawn at any one time (except in case of the final draw) is Fifty Thousand and No/100 Dollars (\$50,000.00);

(iii) Except for the final draw, the maximum amount of any draw shall not exceed an amount which bears the same ratio to the total Tenant Improvement Allowance as the cost of the Improvement Work and any Additional Work paid by Tenant and covered by the lien waivers submitted by Tenant in connection with the draw request bears to the total cost of the Improvement Work and any Additional Work;

(iv) With each draw request, Tenant shall submit to Landlord or Escrowee, as the case may be, the following documents:

(A) A true and correct copy of the application for payment by Tenant's contractors for the Improvement Work and any Additional Work completed to date, including contractor's affidavits and sworn statements evidencing the cost of the Improvement Work and any Additional Work performed to date;

(B) Partial or final lien executed and acknowledged waivers with respect to the Improvement Work and any Additional Work performed to date;

(C) Tenant's certification to Landlord and Escrowee, if applicable, that the amounts set forth in all contractors' sworn statements are owed to Tenant's contractors for the Improvement Work and any Additional Work performed to date;

(D) The total cost of the Improvement Work and any Additional Work based on the Plans, or any modifications thereof, as such cost may change from time to time;

(E) With the final draw request, Tenant shall submit to Landlord a certificate from Tenant's Architect stating that the Improvement Work (and any Additional Work) has been completed substantially in accordance with the Plans and in accordance with applicable zoning, building, environmental, and other Laws; and

(F) Such additional reasonable and customary documentation as may be required by Landlord or Escrowee, if applicable.

(v) Landlord or Escrowee, as the case may be, will endeavor to disburse the portion of the Tenant Improvement Allowance allocable to each draw request to Tenant or Tenant's Contractors (at Landlord's option) within sixty (60) days after Tenant and Tenant's contractors have submitted all of the required information for such draw (as determined by Landlord or Escrowee, as the case may be), and has otherwise complied with the requirements hereof.

(b) Upon written notice delivered to Landlord on or before, but not later than, the Allowance Application Deadline, Tenant shall be permitted to apply a portion of the Tenant Improvement Allowance, up to a maximum of One Hundred Twenty-Three Thousand Six Hundred Seventy-Two and No/100 Dollars (\$123,672.00) (calculated by multiplying \$6.00 by 20,612, being the rentable area of the Premises), towards costs incurred by Tenant for moving and relocation expenses, furniture, fixtures, and equipment to be installed and utilized in the Premises, and voice and data cabling and wiring and telecommunications equipment, subject in all events to the draw procedures and requirements set forth in Subparagraph 3(a) above.

(c) In addition to the Tenant Improvement Allowance, Landlord shall make available to Tenant (or credit against invoices therefor) from and after the Effective Date hereof (but subject to the Allowance Application Deadline hereinabove set forth), an additional allowance (the "**Exterior Renovation Allowance**") in an amount not to exceed the One Hundred Fifty-Four Thousand Five Hundred Ninety and No/100 Dollars (calculated by multiplying \$7.50 by 20,612, being the rentable area of the Premises) to be applied solely and exclusively towards payment or reimbursement of the costs incurred by Tenant in connection that portion of the Improvement Work comprising the Exterior

Renovations. Such Exterior Renovation Allowance shall be subject in all events to the draw procedures and requirements set forth in Subparagraph 3(a) above

(d) In addition to the Tenant Improvement Allowance and the Exterior Renovation Allowance, Landlord shall make available to Tenant (or credit against invoices therefor) from and after the Effective Date hereof (but subject to the Allowance Application Deadline hereinabove set forth), an additional allowance (the "**Space Planning Allowance**") in an amount not to exceed the Two Thousand Four Hundred Seventy-Three and 44/100 Dollars (calculated by multiplying \$0.12 by 20,612, being the rentable area of the Premises) to be applied solely and exclusively towards payment or reimbursement of the costs incurred by Tenant in connection with the Space Plan. Such Space Planning Allowance shall be subject in all events to the draw procedures and requirements set forth in Subparagraph 3(a) above.

4. Landlord shall permit Tenant and Tenant's agents to enter the Premises promptly following the Anticipated Delivery Date hereunder for the purpose of commencing construction of the Improvement Work therein, and to perform such other work as may be required by Tenant to make the Premises ready for Tenant's use and occupancy. Tenant and its agents, contractors, employees, and invitees shall work in harmony and shall not interfere with Landlord and its agents, contractors, and employees in doing any work in the Building or with other tenants and occupants of the Building. 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 and Tenant's failure to cure such disharmony or interference within such 24-hour period. Tenant agrees that any such entry into and occupation of the Premises shall be deemed to be under all of the terms, covenants, conditions, and provisions of the Lease, except as to the covenant to pay Base Rent and Tenant's Prorata Share of Taxes and Operating Expenses for such pre-commencement period, and further agrees Landlord shall not be liable in any way for any injury, loss, or damage which may occur to any of the Improvement Work or installations made in the Premises or to properties placed therein prior to the Commencement Date, the same being at Tenant's sole risk.

5. "**Substantial Completion**" of the Improvement Work shall be deemed to occur on the date when the Improvement Work has been completed (except for punchlist items which do not materially, adversely affect Tenant's use) and a certificate of occupancy or other required governmental approval, to the extent required and generally available, has been issued for the Premises. In no event shall the Lease Commencement Date be delayed beyond June 1, 2016 as a result of any delay in Substantial Completion of the Improvement Work hereunder.

6. Tenant agrees to (i) pay to Landlord as a construction oversight fee an amount equal to one percent (1%) of the aggregate costs of the 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 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 Improvement Work and any Additional Work, or any portion thereof, hereunder.

7. If, and only to the extent that, the existing demising walls within the Premises are not currently in compliance with applicable Laws in effect as of the Effective Date hereof (but excluding any non-compliance which arises from or is otherwise caused by the Improvement Work, the Additional Work, or any other acts or omissions of Tenant or Tenant's contractors hereunder), Landlord shall be responsible, at no cost or expense to Tenant, for causing such existing demising walls to be brought into compliance with such Laws.

## EXHIBIT C

### RULES AND REGULATIONS

This Exhibit is attached to and made a part of that certain Office Lease Agreement dated as of \_\_\_\_\_, 201\_\_\_\_ (the "Lease"), by and between **PRIII SUNSET HILLS VIRGINIA LLC**, a Delaware limited liability company ("Landlord"), and **DPR CONSTRUCTION**, a California general partnership ("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.

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, 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 (provided, Tenant shall be permitted to install and operate within the office portion of the Premises a music system,

including associated speakers and components, so long as the same is not audible from the exterior 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 seeing-eye or hearing-ear dogs for handicapped persons visiting the Premises; provided, however, that (i) Tenant shall be permitted to construct and install within the Premises a bicycle storage area for the storage of bicycles belonging to Tenant and/or Tenant's employees and agents, and (ii) Tenant may from time to time, but in no event on more than three (3) days per calendar year, permit or sponsor a "Bring Your Pet to Work Day" for Tenant's employees (so long as all such pets are kept within the Premises and the areas immediately adjacent thereto and do not interfere with or otherwise disturb the other tenants and occupants of the Building in any material respect).

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 may install consumer-grade microwave ovens and/or coffee machines in the Premises for use by Tenant and/or Tenant's employees and agents. Tenant may also install and maintain a propane or similar grill in the dock area portion of the Premises for use by Tenant and/or Tenant's employees and agents, subject, however, to applicable Laws, as well as Landlord's reasonable approval of the location and placement thereof (including, without limitation, any applicable screening requirements). 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 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 of 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.

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 the District of Columbia Recycling Act (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.

29. Tenant shall comply with all workplace smoking Laws. There shall be no smoking in or about the Building. Tenant may also install and maintain a designated smoking area on the exterior portion of the Premises for use by Tenant and/or Tenant's employees and agents, subject, however, to applicable Laws, as well as Landlord's reasonable approval of the location and placement thereof (including, without limitation, any applicable screening requirements).

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**

**CERTIFICATE AFFIRMING THE LEASE COMMENCEMENT DATE**

This Certificate is being provided pursuant to that certain Office Lease Agreement dated as of \_\_\_\_\_, 201\_\_\_\_ (the "Lease"), by and between **PRIII SUNSET HILLS VIRGINIA LLC**, a Delaware limited liability company ("Landlord") and \_\_\_\_\_ ("Tenant"). The parties to the Lease desire to confirm the following:

1. The Lease Commencement Date is \_\_\_\_\_, 201\_\_\_\_.
2. The initial term of the Lease shall expire on \_\_\_\_\_, \_\_\_\_.
3. The Base Rent schedule is hereby established and confirmed as follows:

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

IN WITNESS WHEREOF, Landlord and Tenant have executed this Certificate under seal on \_\_\_\_\_, 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:

, a(n)

By: \_\_\_\_\_  
Name: Charmaine Ford  
Title: Executive Vice President

## **EXHIBIT E**

### **HVAC SPECIFICATIONS**

- Quantity of AHUs - 1
- Tonnage of AHUs - 60 ton
- Quantity of VAV boxes - 28 VAV boxes
- VAV boxes - hot water heat supplied to perimeter VAV boxes
- Heating and air-conditioning on upper floor are served by a VAV system through a Trane 60-ton compressor that operates on R-22 refrigerant; the air handling unit supplies climate controlled air to the VAV systems; the perimeter VAV boxes are provided with hot water heating coils; the air returns through a open plenum ceiling; the Trane S.C.U. has free cooling for temperatures below 60 degrees.
- The toilet exhaust fan is roof mounted providing exhaust from the common area restrooms; a fresh air intake is also provided to the Trane S.C.U.
- The HVAC system serving the Premises shall be capable of generally maintaining the following interior conditions, subject to the conditions set forth in this Lease:
  - Not less than 72°F (+/- 3°F) during the heating season
  - Not more than 75°F (+/- 3°F) during the cooling season