

OFFICE LEASE

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Exhibit A - Premises Plan
Exhibit B - Declaration of Acceptance
Exhibit C - Work Agreement
Exhibit D - Rules and Regulations
Exhibit E - Guaranty of Lease
Exhibit F - Cleaning Specifications

Exhibit

G

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Swing

Space

OFFICE LEASE

THIS OFFICE LEASE (the "Lease") is made and entered into this 5th day of May, 2016, by and between JBG/Old Dominion Office, L.L.C., a Delaware limited liability company ("Landlord") and THE STUDYPRO, LLC, a Virginia limited liability company ("Tenant").

In consideration of the Rent hereinafter reserved and the agreements hereinafter set forth, Landlord and Tenant mutually agree as follows:

1. DEFINITIONS.

Lease Specific

A. Building: a four (4) story building containing approximately sixty-five thousand nine hundred ninety-nine (65,999) square feet of rentable area as of the date hereof and located at 6849 Old Dominion Drive, McLean, Virginia. Except as otherwise expressly provided in this Lease, the term "Building" shall include all portions of said building, including, but not limited to, the Premises, the Common Areas and the garage.

B. Premises: an agreed upon three thousand nine hundred forty-one (3,941) square feet of rentable area located on the second (2nd) floor of the Building, known as Suite 200, as more particularly designated on Exhibit A. The rentable area in the Building and in the Premises has been determined by Landlord's architect in accordance with the Building Owners and Managers Association International Standard Method for Measuring Floor Area in Office Buildings, ANSI/BOMA Z65.1-1996

C. Intentionally omitted.

D. Term: Approximately sixty-five (65) months, as more particularly defined in Section 2.A. hereof.

E. Anticipated Lease Commencement Date: September 1, 2016. The actual Lease Commencement Date shall be the date defined as such in Section 2.A. hereof.

F. Base Rent: one hundred thirty thousand fifty-three and 00/100 Dollars (\$130,053.00) for the first Lease Year, divided into twelve (12) equal monthly installments of Ten Thousand Eight Hundred Thirty-Seven and 75/100 Dollars (\$10,837.75) for the first Lease Year, and thereafter as increased by the Base Rent Annual Escalation Percentage, as set forth in Section 4.A hereof.

G. Base Rent Annual Escalation Percentage: three percent (3%).

H. Operating Expenses Base Year: calendar year 2016.

I. Real Estate Tax Expenses Base Year: calendar year 2016.

J. Security Deposit: Ten Thousand Eight Hundred Thirty-Seven and 75/100 Dollars (\$10,837.75)

K. Brokers: TTA, LLC, d/b/a The Tenant Agency, as agent of Tenant.

L. Tenant Notice Address: 8716 Brook Road, McLean, VA 22102 (except that operational notices, such as window washing notices, and LL's access notices, shall only be required to be delivered to the Premises.

M. Landlord Notice Address: JBG/Commercial Management, L.L.C., 4445 Willard Avenue, Suite 400, Chevy Chase, Maryland 20815, Attention: Executive Vice President-Commercial Asset Management, with copies to: Spartin Planning, PLLC, 1421 Prince Street, Suite 200, Alexandria, VA 22314 Attention: Anne Planning.

N. Landlord Payment Address: JBG/Old Dominion Office, L.L.C and delivered to JBG/Old Dominion Office, L.L.C., P.O. Box 418550, Boston, MA 02241-8550; provided, however, that if Tenant has been in Default more than once in any 12-month period, at Landlord's sole option, following at least thirty (30) days written notice to Tenant, Tenant shall thereafter make all payments due and payable to Landlord under this Lease by means of electronic transfers of funds from Tenant's financial institution to Landlord's designated financial institution.

O. Building Hours: 8:00 a.m. to 6:00 p.m. on Monday through Friday (excluding Holidays) and 9:00 a.m. to 1:00 p.m. on Saturday (excluding Holidays), and such other hours, if any, as Landlord from time to time determines.

P. Guarantor(s): Deborah Rosen and Mordecai Rosen, jointly and severally, pursuant to a Guaranty of Lease ("Guaranty") in the form attached hereto as Exhibit E. Tenant's obligations under this Lease are guaranteed by Guarantors pursuant to and subject to the terms of the Guaranty.

Q. Parking Permits: twelve (12).

General

R. *Alterations*: Any improvements, alterations, fixed decorations or modifications, structural or otherwise, to the Premises, the Building or the Land, as defined below, including but not limited to the installation or modification of carpeting, partitions, counters, doors, air conditioning ducts, plumbing, piping, lighting fixtures, wiring, hardware, locks, ceilings and window and wall coverings.

S. *Common Areas*: Those areas of the Building and/or Land, as the case may be, made available by Landlord for use by Tenant in common with Landlord, other tenants of the Building and the employees, agents and invitees of Landlord and of such other tenants.

T. *Default Rate*: That rate of interest which is five (5) percentage points above the annual rate of interest which is publicly announced by Bank of America or its successor entity, if applicable ("Bank of America"), from time to time as its "prime" rate of interest, irrespective of whether such rate is the lowest rate of interest charged by Bank of America to commercial borrowers. In the event that Bank of America ceases to announce such a prime rate of interest, Landlord, in Landlord's reasonable discretion, shall designate the prime rate of interest by another bank located in the Washington, D.C. metropolitan area, which shall be the prime rate of interest used to calculate the default rate.

U. *Ground Leases*: All ground and other underlying leases from which Landlord's title to the Land and/or the Building is or may in the future be derived. "Ground Lessors" shall denote those persons and entities holding such ground or underlying leases.

V. *Holidays*: New Year's Day, Presidents' Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day and any other holidays designated by an executive order of the President of the United States or by Act of Congress; provided, however, that Landlord retains the right, in its sole discretion, to increase or to decrease the legal holidays which it observes.

W. *Land*: The real estate that supports the Building, and all associated easements.

X. *Tenant's Work*: All work to be performed by Tenant under the Work Agreement.

Y. *Lease Commencement Date*: The date this Lease commences, as determined pursuant to Section 2.A. below.

Z. Lease Year: That period of twelve (12) consecutive calendar months that commences on the Lease Commencement Date, and each consecutive twelve (12) month period thereafter; provided, however, that if the Lease Commencement Date is not the first day of a month, then the second Lease Year shall commence on the first day of the month following the month in which the first anniversary of the Lease Commencement Date occurs. The earliest such twelve (12) month period shall be referred to as the "first Lease Year," and each of the following Lease Years shall similarly be numbered for identification purposes.

AA. Mortgages: All mortgages, deeds of trust and similar security instruments which may now or in the future encumber or otherwise affect the Building or the Land, including mortgages related to both construction and permanent financing. "Mortgagees" shall denote those persons and entities holding such mortgages, deeds of trust and similar security instruments.

BB. Operating Expenses: All costs and expenses incurred by Landlord during any calendar year in managing, operating and maintaining the Building and the Land, as determined by Landlord in accordance with a generally acceptable accounting system established and consistently applied by Landlord. Such costs and expenses shall include, but not be limited to, the cost of water, gas, sanitary sewer, storm sewer, electricity and other utilities, trash removal, telephone services, insurance, janitorial and other services and supplies, security services, labor costs (including social security taxes and contributions and fringe benefits), charges under maintenance and service contracts (including, but not limited to, chillers, boilers, elevators, window and security services), central heating and air conditioning, management fees (but not in excess of three percent (3%) of the amount of gross revenues for the Building (it being agreed that "gross revenues" shall include all revenues derived from the Building, including, but not limited to, the following: (i) all rent, (ii) security deposits applied as rent, (iii) parking area income related to the Building, (iv) proceeds of rent loss insurance, and (v) license and other user fees, including, but not limited to, amounts in the nature of operating expense pass-throughs received from tenants, licensees, concessionaires, assignees, subtenants or otherwise for or in connection with the operation, use and/or occupancy of the Building), business taxes, license fees, public space and vault rentals and charges, costs, charges and other assessments made by or for any entity operating a business improvement district in which the Building is located, condominium fees, assessments, dues, expenses, and other charges which are paid by Landlord as a result of the Building, the Land or part or all of both being part of a condominium, and the cost of any equipment or services provided by Landlord in connection with the servicing, operation, maintenance, repair and protection of the Building and the Land and related exterior appurtenances (whether or not provided on the Lease Commencement Date). Operating Expenses shall include the cost of capital improvements made by Landlord to manage, operate or maintain the Building, together with any financing charges incurred in connection therewith, provided that such costs shall be amortized over the useful life of the improvements and only the portion attributable to the calendar year shall be included in Operating Expenses for the calendar year, except that no portion thereof which is attributable to any capital improvement which is completed at any time prior to the expiration of the Base Year shall be included in Operating Expenses for any calendar year (including, but not limited to, the Base Year); further provided, that capital expenditures shall be limited to (a) improvements or building elements added to the Building which in Landlord's reasonable judgment will increase the efficiency of the Building (i.e., are reasonably anticipated by Landlord to reduce Operating Expenses as they relate to the item which is the subject of the capital expenditure or to reduce the rate of increase in the Operating Expense which relates to the item which is the subject of the capital expenditure from what it otherwise may have been reasonably anticipated to be in the absence of such capital expenditure), and (b) improvements or replacements which are required to comply with the requirements of

any Laws, except with respect to conditions existing in violation thereof on the Lease Commencement Date. Operating Expenses shall not include: (i) Real Estate Tax Expenses; (ii) payments of principal and interest on any Mortgages; (iii) leasing commissions; (iv) costs of preparing, improving or altering any space in preparation for occupancy of any new or renewal tenant; (v) capital expenditures, except as specified above; (vi) the costs of special services and utilities separately paid by particular tenants of the Building; (vii) costs which are reimbursed to Landlord by insurers or by governmental authorities in eminent domain proceedings; (viii) costs of any equipment, services or utilities which are provided solely to one or more retail tenants of the Building; (ix) ground rent or other rental payments made under any ground lease or underlying lease, except to the extent that the same are for real estate taxes, insurance premiums or the like; (x) salaries, wages, or other compensation paid to officers or executives of Landlord (except through management fees); (xi) salaries, wages, or other compensation or benefits paid to off-site employees or other employees of Landlord who are not assigned full-time to the operation, management, maintenance, or repair of the Building; provided, however, that Operating Expenses shall include Landlord's reasonable allocation of compensation paid for the wages, salary, or other compensation or benefits paid to personnel, if offsite, who are assigned part-time to the operation, management, maintenance, or repair of the Building; (xii) costs of advertising and public relations and promotional costs associated with the promotion or leasing of the Building and costs of signs in or on the Building identifying the owners of the Building or any tenant of the Building, except for signage which identifies Landlord, its management agent or both, and a telephone number to call for Building services; (xiii) any fines or penalties incurred due to the violation by Landlord of any Laws, unless such violation has been caused by Tenant; (xiv) costs of repairs, restoration, replacements or other work occasioned by the intentional misconduct of Landlord or any subsidiary or affiliate of Landlord, or any representative, employee or agent of same; (xv) costs incurred in connection with disputes with tenants concerning nonpayment of rent, and costs and expenses incurred in connection with negotiations or disputes with consultants, management agents, leasing agents, purchasers or mortgagees of the Building; (xvi) costs relating to another tenant's or occupant's space which (A) were incurred in rendering any service or benefit to such tenant that Landlord was not required, or were for a service in excess of the service that Landlord was required, to provide to Tenant hereunder, or (B) were otherwise in excess of the Building standard services then being provided by Landlord to all tenants or other occupants in the Building, whether or not such other tenant or occupant is actually charged therefor by Landlord (including, but not limited to, HVAC services which are provided outside of the Building Hours); (xvii) costs incurred in connection with the sale, financing, refinancing, mortgaging, selling or change of ownership of the Building; (xviii) costs, fines, interest, penalties, legal fees or costs of litigation incurred due to the late payment of taxes, utility bills and other costs incurred by Landlord's failure to make such payments when due, if Tenant was then current in the payment of all Rent which was required to have been paid under this Lease at the time of such failure; (xix) all amounts which would otherwise be included in Operating Expenses which are paid to any affiliate or subsidiary of Landlord, or any representative, employee or agent of same, to the extent that the costs of such services are in excess of arm's-length, competitive costs for similar services of comparable quality rendered by persons or entities of similar skill, competence and experience; (xx) costs incurred to correct violations by Landlord of any Law if such violation existed on the Lease Commencement Date; (xxi) costs arising from the presence of Hazardous Materials (as hereinafter defined) in or about or below the Land or the Building, including, without limitation, Hazardous Materials in the groundwater or soil (unless introduced into any of same or caused by Tenant); (xxii) non-cash items, such as deductions for depreciation and amortization of the Building and the

Building equipment, interest on capital invested, bad debt losses, rent losses and reserves for such losses; and (xxiii) services provided and costs incurred in connection with the operation of retail or other ancillary operations owned, operated or subsidized by Landlord. The foregoing definition of Operating Expenses is applicable to Tenant only and Landlord is not prohibited from assessing other tenants for any and all other costs and expenses incurred by Landlord in connection with the operation, management, maintenance and repair of the Building, the Land and all easements, rights and appurtenances thereto. In the event that, during any calendar year or portion thereof during the Term, Landlord shall furnish any utility or service which is included in the definition of Operating Expenses to less than one hundred percent (100%) of the rentable area of the Building because (i) less than one hundred percent (100%) of the rentable area of the Building is occupied, (ii) any such utility or service is not desired or required by any tenant, or (iii) any tenant is itself obtaining or providing any such utility or service, then the Operating Expenses for such calendar year shall be increased to equal the total expenses that Landlord reasonably estimates it would have incurred if Landlord had provided all such utilities and services to one hundred percent (100%) of the rentable area of the Building for the entire calendar year. For example, if the average occupancy rate of the Building during a calendar year is eighty percent (80%), the janitorial contractor's charges are \$1.00 per occupied rentable square foot per year, and the Building contains one hundred thousand (100,000) rentable square feet of space, then it would be reasonable for Landlord to estimate that, if the Building had been one hundred percent (100%) occupied during the entire calendar year, janitorial charges for such calendar year would have been One Hundred Thousand Dollars (\$100,000) and to compute the Operating Expenses for such calendar year accordingly. In no event shall the provisions of this paragraph be used to enable Landlord to collect from the tenants of the Building more than one hundred percent (100%) of the costs and expenses incurred by Landlord in managing, operating and maintaining the Building and the Land.

CC. Premises' Standard Electrical Capacity: Electrical capacity in an amount equal to five (5) watts per square foot of rentable area, net of lighting and base Building HVAC.

DD. Real Estate Tax Expenses: All (1) real estate taxes, arena taxes, solid waste taxes and related charges, front foot benefit charges, 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) 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, all taxes and assessments for public improvements or any other purpose and any gross receipts or receipts or similar taxes; and (3) reasonable expenses (including, without limitation, attorneys' and consultants' fees and court costs) incurred in reviewing, protesting or seeking a reduction of real estate taxes undertaken in Landlord's commercially reasonable judgement, whether or not such protest or reduction is ultimately successful. Subject to the foregoing, Real Estate Tax Expenses shall not include any inheritance, estate, gift, franchise, corporation, net income or net profits tax assessed against Landlord from the operation of the Building or any penalties or interest resulting from the late payment of any Real Estate Tax Expenses, if Tenant is then current in the payment of all Rent which was required to have been paid under this Lease at the time of such late payment.

EE. Rent: All Base Rent and Additional Rent.

(1) Base Rent: The amount payable by Tenant pursuant to Section 4.A. below.

(2) **Additional Rent:** All sums of money payable by Tenant pursuant to this Lease other than Base Rent.

FF. Tenant's Personal Property: All equipment, improvements, furnishings and/or other property now or hereafter installed or placed in or on the Premises by and at the sole expense of Tenant or with Tenant's permission (other than any property of Landlord), with respect to which Tenant has not been granted any credit or allowance by Landlord, and which: (i) is removable without damage to the Premises, the Building and the Land, and (ii) is not a replacement of any property of Landlord, whether such replacement is made at Tenant's expense or otherwise. Notwithstanding any other provision of this Lease, Tenant's Personal Property shall not include any improvements or other property installed or placed in or on the Premises as part of Tenant's Work, whether or not any such property was purchased or installed at Tenant's expense.

GG. Unavoidable Delay: Any delays due to strikes, labor disputes, shortages of material, labor or energy, acts of God, governmental restrictions, enemy action, civil commotion, fire, unavoidable casualty or any other causes beyond the control of Landlord or Tenant.

HH. Work Agreement: Exhibit C, the terms of which are hereby expressly incorporated in this Lease.

2. TERM.

A. Term of Lease: The term of this Lease (the "Term") shall commence on a date (the "Lease Commencement Date"), as defined below, and shall terminate at Midnight on the last day of the sixty-fifth (65th) full calendar month from the Lease Commencement Date, or such earlier date on which this Lease is terminated pursuant to the provisions hereof (the "Lease Expiration Date"). The Lease Commencement Date shall be the earliest of (i) September 1, 2016; (ii) the date Tenant commences beneficial use of any part of the Premises for the conduct of its business operations therein; or (iii) the date on which Tenant's Work is "substantially complete," as defined in the Work Agreement. Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord for the Term.

B. Declarations: If requested by Landlord at any time during the Term, Tenant promptly will execute a declaration in the form attached hereto as Exhibit B.

C. Effective Date: The rights and obligations set forth in this Lease, except for the obligation to pay Rent and as otherwise specifically provided herein to the contrary, shall become effective on the date of final execution of this Lease.

D. Landlord Termination Right. If Landlord, in its sole and absolute discretion, elects to redevelop or substantially renovate the Building, Landlord shall have the right, by providing at least nine (9) months prior written notice to Tenant, to terminate this Lease effective as of any day on or after April 1, 2019. In such event, Landlord shall specify the revised Lease Expiration Date in such notice, and this Lease shall expire as of such revised Lease Expiration Date as if such date had been initially set forth herein as the Lease Expiration Date. In the event Landlord terminates this Lease pursuant to this Paragraph 2D, then Landlord shall grant to Tenant an abatement of the Base Rent payable hereunder during the final three (3) months of the Term, and no penalty shall be paid from Landlord to Tenant or from Tenant to Landlord in connection with such early termination.

E. Tenant Termination Right. Subject to and in accordance with the terms and conditions of this Paragraph 2E, Tenant shall have the one-time right to terminate this Lease as of the last day of the forty-first (41st) full calendar month on the Term (the "Termination Date"). Tenant may exercise such right only by giving Landlord written notice thereof not later than nine (9)

months prior to the Termination Date (the "Termination Deadline"). If Tenant timely exercises such right, and as a condition precedent to the effectiveness thereof, Tenant shall deliver to Landlord, with such written notice, a termination payment (the "Termination Payment") equal to Ninety-Six Thousand Five Hundred Forty-Eight (\$96,548.00). Such Termination Payment shall be in addition to, and not in lieu of, the rental payments due through the Termination Date. Notwithstanding anything to the contrary herein, in the event that a Default has occurred at any time during the Lease Term (whether before or after the date of the Termination Notice), then, at Landlord's sole option, the Termination Notice shall be deemed void and of no further force and effect. If Landlord elects to void Tenant's Termination Notice in accordance with the immediately preceding sentence, this Lease shall continue in full force and effect and Landlord shall promptly return the Termination Payment to Tenant (less any amount then due from Tenant to Landlord). If Tenant does not timely exercise its right of termination pursuant to this Paragraph, then such right shall immediately lapse and be of no further force or effect. Tenant's right of termination under this Section may be exercised only by Tenant and may not be exercised by any transferee, sublessee or assignee of Tenant (other than an assignee that is an Affiliate of Tenant).

F. Use of Temporary Space. Tenant may, at no additional cost, use and occupy for the operation of its business that portion of the fourth floor of the Building cross-hatched on Exhibit G attached hereto and identified thereon as the Temporary Space (the "Swing Space") for the License Term (as defined below). Tenant's license to use the Swing Space shall be subject to and in accordance with the following provisions: (a) Tenant shall vacate and surrender the Swing Space not later than the last day of the License Term in the same condition in which it was provided to Tenant, ordinary wear and tear and damage caused by casualty excepted, and Tenant shall be solely responsible for repairing any damage to the Swing Space caused by Tenant, or its agents or employees; (b) if Tenant fails timely to vacate the Swing Space, then Tenant shall pay a holdover fee in the amount of \$1,000 per day for each day of such holdover period; (c) the term of Tenant's license to use the Swing Space (the "License Term") shall commence on May 16, 2016 and shall expire on the second business day after the Lease Commencement Date, however Landlord may, in its sole and absolute discretion, terminate the License Term ~~effective as of any day after September 30, 2016~~ ^{any earlier date} by providing at least thirty (30) days prior written notice to Tenant; (d) Tenant shall accept and use the Swing Space in its "as-is" condition as of the first day of the License Term and shall perform no Alterations in the Swing Space nor shall Landlord be obligated to perform any improvements or provide any allowance; (e) Landlord shall have unrestricted access to show the Swing Space to prospective tenants and/or brokers at reasonable times and after reasonable prior notice to Tenant; and (f) Tenant shall have no right to sublease any portion of the Swing Space. Tenant acknowledges that Landlord's providing Tenant use of the Swing Space is solely as an accommodation to Tenant and under no circumstances shall Landlord be obligated to negatively impact its ability to lease the Swing Space (or other available space in the Building) to third parties in order to provide such Swing Space (or other space) to accommodate Tenant. Except as otherwise provided in this paragraph, Tenant's use of the Swing Space shall be subject to all the same lease terms as the Premises.

3. WORK AGREEMENT.

Landlord shall make the Premises available to Tenant promptly after this Lease and the Guaranty of Lease are fully executed and delivered and the Security Deposit and advance rent payments are received by Landlord. Commencing with the Premises in their "as-is" condition Tenant agrees to improve the Premises in accordance with the Work Agreement, and Landlord shall have no obligation to make any improvements or alterations to the Premises.

4. RENT.

From and after the Lease Commencement Date, Tenant shall pay to Landlord Base Rent and Additional Rent as are set forth in this Section 4 and in Section 5 below.

A. *Base Rent:* Base Rent shall equal the following amounts:

<u>Lease Year</u>	<u>Base Rent Per Square Foot Per Annum</u>	<u>Base Rent Per Annum</u>	<u>Monthly Base Rent</u>
1	\$33.00	\$130,053.00	\$10,837.75
2	\$33.99	\$133,954.59	\$11,162.88
3	\$35.01	\$137,974.41	\$11,497.87
4	\$36.06	\$142,112.46	\$11,842.71
5	\$37.14	\$146,368.74	\$12,197.40
6	\$38.26	\$150,782.66	\$12,565.22

Tenant shall pay Base Rent to Landlord in equal monthly installments ("Monthly Base Rent") in advance on the first day of each calendar month during the Term, without notice, except that the first monthly installment of Base Rent shall be paid upon execution of this Lease. If the Lease Commencement Date occurs on a date other than the first day of a calendar month, Tenant shall receive a credit equal to the Monthly Base Rent multiplied by the number of days in said calendar month prior to the Lease Commencement Date and divided by the number of days in such month, which credit shall be applied toward the installment of Monthly Base Rent next due hereunder. Notwithstanding the foregoing, Landlord shall grant to Tenant a "rent holiday" from fifty percent (50%) of the payment of the installments of Monthly Base Rent for the first ten (10) months of the Term (the "Abatement Period"). During such Abatement Period, fifty percent (50%) of the Monthly Base Rent shall be abated (such rental abatement being hereinafter referred to as the "Free Rent Allowance"); provided, however, that (i) the Abatement Period and the granting of the Free Rent Allowance as provided hereunder shall not affect the Lease Commencement Date pursuant to Section 2.A. hereof; (ii) Tenant shall remain obligated during the Abatement Period to perform all of Tenant's obligations under this Lease except as expressly aforesaid (including, but not limited to, the payment of all Additional Rent coming due under this Lease); and (iii) in the event of any termination of this Lease by Landlord based upon a Default hereunder by Tenant, the unamortized portion (as of the termination date) of Base Rent which would have otherwise been due and payable hereunder in the absence of the Free Rent Allowance and the Additional Abatement (as defined

below) shall immediately become due and payable and any remaining abatement hereunder shall be of no force or effect. In addition to the Free Rent Allowance provided above, for the first two (2) months following the Abatement Period, Landlord shall grant Tenant an abatement of Base Rent in the amount of Two Thousand Five Hundred Eighty-Seven and 75/100 Dollars (\$2,587.75) per month, and for the succeeding twelve (12) months Landlord shall grant Tenant an abatement of Base Rent in the amount of Two Thousand Six Hundred Sixty-Five and 38/100 Dollars (\$2,665.38) per month (collectively, such abatements shall be referred to herein as the "Additional Abatement"). If the Lease Commencement Date is a date other than the first day of a month, then Monthly Base Rent for such partial month shall be prorated at the rate of one-thirtieth (1/30th) of the Monthly Base Rent per day and shall be due and payable on the Lease Commencement Date and the first full payment of Monthly Base Rent shall be applied to the installment of Monthly Base Rent which is due and payable for the first two full months immediately following the Lease Commencement Date.

B. Payment: All Base Rent and Additional Rent due and payable to Landlord under this Lease shall be paid to Landlord at the Landlord Payment Address. Payments of Rent (other than in cash), if initially dishonored, shall not be considered rendered until ultimately honored as cash by Landlord's depository. Except as expressly set forth otherwise in this Lease, Tenant will pay all Rent to Landlord without demand, deduction, set-off or counter-claim. 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) after two such instances, to require that all future payments be remitted by wire transfer, money order, or cashier's or certified check.

C. Late Fee: If Tenant fails to make any payment of Rent on or before the date when payment is due, then Tenant also shall pay to Landlord a late fee equal to five percent (5%) of the amount that is past due for each month or part thereof until such Rent is fully paid. Said late fee shall be deemed reimbursement to Landlord for its costs of carrying and processing Tenant's delinquent account. Acceptance by Landlord of said late fee shall not waive or release any other rights or remedies to which Landlord may be entitled on account of such late payment.

D. REIT/UBTI: Landlord and Tenant agree that no rental or other payment for the use or occupancy of the Premises is or shall be based in whole or in part on the net income or profits derived by any person or entity from the Building or the Premises. Tenant further agrees that it will not enter into any sublease, license, concession or other agreement for any use or occupancy of the Premises which provides for a rental or other payment for such use or occupancy based in whole or in part on the net income or profits derived by any person or entity from the Premises so leased, used or occupied. Nothing in the foregoing sentence, however, shall be construed as permitting or constituting Landlord's approval of any sublease, license, concession, or other use or occupancy agreement not otherwise approved by Landlord in accordance with the provisions of Section 23 of this Lease.

5. ADDITIONAL RENT.

A. Sales, Use or Other Taxes or Traffic Mitigation Charges: If during the Term any governmental authority having jurisdiction over the Building or the Land levies, assesses or imposes any traffic mitigation charge or any tax on Landlord, the Premises, the

Building or the Land or the rents payable hereunder, in the nature of a sales tax, use tax or any tax except (i) taxes on Landlord's income, (ii) estate or inheritance taxes, or (iii) Real Estate Tax Expenses, then Tenant shall pay its proportionate share of any such tax or traffic mitigation charge to Landlord within thirty (30) days after receipt by Tenant of notice of the amount of such tax or traffic mitigation charge.

B. To Cover Increased Operating and Real Estate Tax Expenses:

(1) *Definitions:* As used herein, "Increased Operating Expenses" shall equal the amount by which Operating Expenses incurred during such calendar year during the Term exceed the Operating Expenses incurred during the Operating Expenses Base Year, and "Tenant's Share of Increased Operating Expenses" shall be that percentage of Increased Operating Expenses which is the equivalent of the number of square feet of rentable area in the Premises (3,941) divided by the number of square feet of rentable area in the Building (65,999 on the Lease Commencement Date), i.e. 5.97%. As used herein, "Increased Real Estate Tax Expenses" shall equal the amount by which Real Estate Tax Expenses incurred during such calendar year during the Term exceed the Real Estate Tax Expenses incurred during the Real Estate Tax Expenses Base Year, and "Tenant's Share of Increased Real Estate Tax Expenses" shall be that percentage of Increased Real Estate Tax Expenses which is equivalent to the number of square feet of rentable area in the Premises (3,941) divided by the number of square feet of rentable area in the Building (65,999 on the Lease Commencement Date), i.e. 5.97%. However, in no event shall any of the aforesaid sums be less than zero.

(2) *Payment of Tenant's Share:* Commencing on the first (1st) anniversary of the Lease Commencement Date, in addition to all other Rent set forth herein, for each calendar year during the Term thereafter, Tenant shall pay to Landlord as Additional Rent an amount equal to Tenant's Share of Increased Operating Expenses and an amount equal to Tenant's Share of Increased Real Estate Tax Expenses; provided, however, that for the calendar years during which the Term begins and ends, Tenant's Share of Increased Operating Expenses and Tenant's Share of Increased Real Estate Tax Expenses shall be prorated based upon the greater of: (i) the number of days during such calendar year that this Lease is in effect, or (ii) the number of days that Tenant actually occupies the Premises or any portion thereof.

C. *Statements:* For the calendar year which includes the first (1st) anniversary of the Lease Commencement Date, and for each calendar year thereafter during the Term, Landlord shall deliver to Tenant a statement estimating Tenant's Share of Increased Operating Expenses and Tenant's Share of Increased Real Estate Tax Expenses for such calendar year, which Tenant shall pay in equal monthly installments in advance on the first day of each calendar month during each calendar year. Tenant shall continue to pay such estimated Tenant's Share of Increased Operating and Tenant's Share of Increased Real Estate Tax Expenses until Tenant receives the next such statement from Landlord, at which time Tenant shall commence making monthly payments pursuant to Landlord's new statement. With the first payment of Additional Rent herein which is due at least thirty (30) days after Tenant's receipt of a statement from Landlord specifying Tenant's Share of estimated Increased Operating and Tenant's Share of estimated Increased Real Estate Tax Expenses payable during the calendar year, Tenant shall pay the difference between Tenant's monthly share of such sums for the preceding months of the calendar year and the monthly installments which Tenant has actually paid for said preceding months.

D. *Retroactive Adjustments:* After the end of the calendar year which includes the first (1st) anniversary of the Lease Commencement Date, and after the end of each calendar year thereafter during the Term, Landlord shall determine the actual

Increased Operating Expenses and Increased Real Estate Tax Expenses for such calendar year, Landlord shall calculate the foregoing sums and Landlord shall provide to Tenant a statement of Tenant's Share of Increased Operating Expenses and Tenant's Share of Increased Real Estate Tax Expenses for the calendar year. Within thirty (30) days after delivery of any such statement, Tenant shall pay to Landlord (i) any deficiency between the amount shown as Tenant's Share of Increased Operating Expenses for the calendar year and the estimated payments thereof made by Tenant and (ii) any deficiency between the amount shown as Tenant's Share of Increased Real Estate Tax Expenses for the calendar year and the estimated payments thereof made by Tenant. Tenant shall be credited with any excess estimated payments toward the payments of Rent next becoming due and payable by Tenant, or, if the Term has expired, then following Landlord's determination of such overpayment by Tenant, Landlord shall refund any excess estimated payments to Tenant within thirty (30) days after the later to occur of (i) the date on which Tenant has cured all defaults under this Lease, if any, or (ii) the date on which Tenant vacates the Premises.

E. Change In or Contest of Taxes: In the event of any change by any taxing body in the period or manner in which any of the Real Estate Tax Expenses are levied, assessed or imposed, Landlord shall have the right, in its commercially reasonable discretion, to make equitable adjustments with respect to computing increases in Real Estate Tax Expenses. In the event that Landlord makes any such adjustment, the Real Estate Tax Expenses Base Year shall be similarly adjusted with respect to the calendar year for which such adjustment is made and all succeeding calendar years. Real Estate Tax Expenses which are being contested by Landlord shall be included in computing Tenant's Share of Increased Real Estate Tax Expenses under this Section 5, but if Tenant shall have paid Rent on account of contested Real Estate Tax Expenses and Landlord thereafter receives a refund of such taxes, Tenant shall receive a credit toward the payments of Rent next becoming due and payable in an amount equal to Tenant's proportionate share of such refund, or, if the Term has expired, then following Landlord's determination of such overpayment by Tenant, Landlord shall refund any excess estimated payments to Tenant after the later to occur of (i) the date on which Tenant has cured all defaults under this Lease, if any, or (ii) the date on which Tenant vacates the Premises.

F. Arbitration: Any statement provided to Tenant by Landlord pursuant to this Section 5 shall be conclusive and binding upon Tenant unless, within sixty (60) days after receipt thereof, Tenant notifies Landlord of the respects in which the statement is claimed to be incorrect. Unless otherwise mutually agreed, any such dispute shall be determined by arbitration in the jurisdiction in which the Premises are located, in accordance with the then current commercial rules of the American Arbitration Association. The costs of the arbitration shall be divided equally between Landlord and Tenant, except that each party shall bear the cost of its own legal fees, unless (i) the arbitration results in a determination that Landlord's statement contained a discrepancy of less than five percent (5%) in Landlord's favor, in which event Tenant shall bear all costs incurred in connection with such arbitration, including, without limitation, reasonable legal fees, or (ii) the arbitration results in a determination that Landlord's statement contained a discrepancy of at least five percent (5%) in Landlord's favor, in which event Landlord shall bear all costs incurred in connection with such arbitration, including, without limitation, reasonable legal fees. Pending determination of any dispute, Tenant shall pay all amounts due pursuant to the disputed statement, but such payments shall be without prejudice to Tenant's position. Upon at least fifteen (15) days' notice to Landlord, Tenant shall have reasonable access during normal business hours and at Tenant's expense, to appropriate books and records of Landlord relating to the amount of expenses covered by the disputed statement, for the purpose

of verifying the statement. Any such review shall be made only by Tenant's employees and/or by an auditor hired by Tenant who is a Certified Public Accountant and who is employed on other than a contingent fee basis.

6. USE.

A. *Permitted Use:* Tenant shall use and occupy the Premises solely for general (non-medical and non-governmental) office purposes, including educational and tutoring use to the extent permitted by applicable zoning regulations and Laws, and for no other purpose.

B. *Legal and Other Restrictions of Tenant's Use:* Tenant shall not use or occupy the Premises for any unlawful purpose, or in any manner that will violate the certificate of occupancy for the Premises or the Building or that will constitute waste, nuisance or unreasonable annoyance to Landlord or any other tenant or user of the Building, or in any manner that will increase the number of parking spaces required for the Building or its full occupancy as required by law. 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 (including a certificate of occupancy or nonresidential use permit), 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 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 in, on or about the Building outside of the Premises.

7. CARE OF PREMISES.

Tenant shall at its expense keep the Premises (including all improvements, fixtures and other property located therein) in a neat and clean condition and in good order and repair, ordinary wear and tear excepted, and will suffer no waste or injury thereto. Tenant shall maintain all fixtures, furnishings and equipment located in, or exclusively serving, the Premises in clean, safe and sanitary condition, shall take good care thereof and make all required repairs and replacements thereto. 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 surrender the Premises at the end of the Term in as good order and condition as they were in on the Lease Commencement Date, ordinary wear and tear excepted, and with respect to damage caused by casualty or condemnation, the provisions of Sections 16 and 18 shall apply.

8. ALTERATIONS BY TENANT.

A. *Making of Alterations; Landlord's Consent:* Tenant shall not make or permit to be made any Alterations without the prior written consent of Landlord both as to whether the Alterations may be made, the materials and specifications to be used and as to

when they will be made. Notwithstanding the foregoing, Landlord shall not unreasonably withhold its consent to any non-structural Alteration which Tenant may desire to make to the Premises; provided, however, that Landlord shall retain sole and absolute discretion to withhold its consent to any Alteration, whether structural or non-structural, which may, in the sole and absolute judgment of Landlord (1) adversely affect the marketability of the Premises, (2) exceed the capacity of, hinder the effectiveness of, interfere with the electrical, mechanical, heating, ventilating, air conditioning, or plumbing systems of the Premises or the Building or which will be connected to any of such systems, or (3) be visible from outside the Premises. Notwithstanding the foregoing, Tenant shall have the right, after providing at least ten (10) days prior written notice to Landlord, but without the necessity of obtaining Landlord's consent, to recarpet, repaint, or to make purely "cosmetic" or "decorative" nonstructural Alterations in and to the Premises that (i) do not fall within clauses (1) through (3) above, (ii) do not require the issuance of a building permit, and (iii) do not cost, when aggregated with all other Alterations made during the previous twelve (12) months, more than Thirty-Five Thousand Dollars (\$35,000.00).

Any Alterations shall be made at Tenant's expense, by its contractors and subcontractors, in a good and workmanlike manner, and with respect to Alterations that are not purely cosmetic (such as paint and carpet) in accordance with complete plans and specifications approved in advance in writing by Landlord, and only after Tenant: (i) has obtained all necessary permits that are required from governmental authorities having jurisdiction and has furnished copies thereof to Landlord, (ii) has submitted to Landlord an architect's certificate that the Alterations will conform to all applicable Laws, and (iii) has complied with all other requirements reasonably imposed by Landlord, including, without limitation, any requirements due to the underwriting guidelines of Landlord's insurance carriers. Landlord's consent to any Alterations and approval of any plans and specifications constitutes approval of no more than the concept of these Alterations and not a representation or warranty with respect to the quality or functioning of such Alterations, plans and specifications. Tenant shall be and is solely responsible for the Alterations and for the proper integration thereof with the Building, the Building's systems and existing conditions. Landlord shall have the right, but not the obligation, to supervise the making of any Alterations. All Alterations involving structural, electrical, mechanical or plumbing work, the heating, ventilation and air conditioning system of the Premises or the Building, and the roof of the Building, shall, at Landlord's election, be performed by Landlord's designated contractor or subcontractor at Tenant's expense. If Landlord performs such work, Landlord's property manager shall be paid Additional Rent in an amount equal to five percent (5%) of the "hard" cost of such work, and if Tenant performs such work, Landlord's property manager shall be paid Additional Rent in an amount equal to one percent (1%) of the "hard" cost of such work. If any Alterations which require Landlord's approval are made without the prior written consent of Landlord, or which do not conform to plans and specifications approved by Landlord or to other conditions imposed by Landlord pursuant to this Section 8, Landlord may, in its sole discretion, correct or remove such Alterations at Tenant's expense. Following completion of any Alterations, except with respect to cosmetic or decorative nonstructural Alterations which do not require Landlord's approval, at Landlord's request, Tenant either shall deliver to Landlord a complete set of "as built" plans showing the Alterations or shall reimburse Landlord for any reasonable expense incurred by Landlord in causing the Building plans to be modified to reflect the Alterations.

B. Contractor Requirements: Prior to commencing Alterations, Tenant shall provide to Landlord the name and address of each contractor and subcontractor which Tenant intends to employ to perform Alterations, the use of which subcontractors and

contractors shall be subject to Landlord's approval, which shall not be unreasonably withheld, conditioned or delayed if (1) the contractor or subcontractor is properly licensed, (2) Landlord has had no prior experience with such contractor or subcontractor which was unsatisfactory to Landlord and (3) Landlord knows of no prior unsatisfactory experience that a third party has had with such contractor or subcontractor. Prior to the commencement of any of Alterations, Tenant shall deliver to Landlord, with respect to each contractor and subcontractor which Tenant intends to employ to perform any of Alterations, a certificate of insurance from each such contractor or subcontractor specifying Landlord as a named insured and evidencing that each such contractor or subcontractor has obtained the insurance coverages required by Section 17.B. hereof. Said contractors and subcontractors shall also comply with other reasonable industry requirements of Landlord.

Prior to commencing Alterations, Tenant shall provide to Landlord a copy of Tenant's proposed contract with its general contractor for Alterations (the "Alterations Contract"), which Alterations Contract shall be subject to Landlord's reasonable approval.

C. *No Liens:* Tenant shall take all necessary steps to ensure that no mechanic's or materialmen's liens are filed against the Premises, the Building or the Land as a result of any Alterations made by the Tenant. If any mechanic's lien is filed, Tenant shall discharge the lien within ten (10) days after receiving notice thereof from any source, at Tenant's expense, by paying off or bonding the lien. 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, nor shall Landlord's receipt of any fee in connection with any Alterations or Tenant's Work or Landlord's payment of any allowance to Tenant with respect to any work performed in or with respect to the Premises by or on behalf of Tenant be deemed to constitute a basis for Landlord's interest in the Premises or the Building to be subjected to any lien.

9. EQUIPMENT.

A. *Permitted Equipment:* Tenant shall not install or operate in the Premises any equipment or other machinery that, in the aggregate, will cause Tenant to use more than the Premises' Standard Electrical Capacity, without: (i) obtaining the prior written consent of Landlord, who may condition its consent upon the payment by Tenant of Additional Rent for additional consumption of utilities, additional wiring or other expenses resulting therefrom, (ii) securing all necessary permits from governmental authorities and utility companies and furnishing copies thereof to Landlord, and (iii) complying with all other requirements reasonably imposed by Landlord. Prior to the Lease Commencement Date, Tenant shall provide Landlord with a list of all equipment that Tenant intends to install or operate in the Premises which operate on more than one hundred twenty (120) volts, and Tenant shall provide Landlord with an updated list of such equipment prior to the installation or use of any additional equipment which operates on more than one hundred twenty (120) volts. Tenant shall not install any equipment or machinery which may necessitate any changes, replacements or additions to or material changes in the use of water, heating, plumbing, mechanical, air conditioning or electrical systems, or other systems or services, of the Building without obtaining the prior written consent of Landlord, who may withhold or deny its consent in its absolute discretion.

B. *Payment For Excess Utility Usage:* If Tenant's equipment shall result in electrical demand in excess of the Premises' Standard Electrical Capacity, Landlord shall have the right, in its sole discretion, to install additional transformers, distribution panels, wiring and other applicable equipment at the expense of Tenant. None of the equipment so installed shall be deemed to be Tenant's Personal Property. If during any thirty (30) day period during the Term, Tenant's connected electrical load from its use of

equipment and fixtures (including incandescent lighting and power), as reasonably estimated by Landlord, exceeds the Premises' Standard Electrical Capacity, then Landlord may, at its option: (i) install separate electrical meter(s) for the Premises, or (ii) cause a survey to be made by an independent electrical engineer or consulting firm to determine the amount of electricity consumed by Tenant beyond the Premises' Standard Electrical Capacity. Tenant shall reimburse Landlord for the cost of the installation of said meter(s) or completion of said meter(s) or survey if the measurements show that Tenant exceeded the Premises' Standard Electrical Capacity over such thirty (30) day period, and shall pay as Additional Rent the cost of any electricity in excess of an average of the Premises Standard Electrical Capacity, at the rate charged by the utility company providing such electricity, assuming continuous business hours, within ten (10) days after receipt of any bill therefor from Landlord.

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.

C. *Noise; Vibration; Floor Load:* Business machines and equipment belonging to Tenant, which cause noise or vibration that may be transmitted to any part of the Building to such a degree as to be objectionable to Landlord or to any tenant of the Building, shall be installed and maintained by Tenant at Tenant's expense on devices that eliminate the noise and vibration. Tenant shall not place any load upon the floor of the Premises which exceeds the per square foot load the floor was designed to carry (eighty (80) pounds per square foot for live loads and twenty (20) pounds per square foot for dead loads).

10. OWNERSHIP AND REMOVAL OF PROPERTY.

A. *Landlord's Property:* Any Alterations and other improvements and any equipment, machinery, furnishings and other property, installed or located in the Premises, the Building or the Land by or on behalf of Landlord or Tenant, except for Tenant's Personal Property: (i) shall immediately become the property of Landlord, and (ii) shall be surrendered to Landlord with the Premises as a part thereof at the end of the Term; provided, however, that if Landlord requests Tenant to remove any Alterations Installed by or on behalf of Tenant, Tenant shall cause the same to be removed at Tenant's expense on or before the Lease Expiration Date, or shall reimburse Landlord for the reasonable cost of such removal, as elected by Landlord (unless Landlord expressly waives in writing the right to require such removal at the time Landlord gives its consent to the making of such Alterations). Notwithstanding the foregoing, Tenant, upon submitting its request to Landlord to make Alterations (including, but not limited to, Tenant's Work), shall have the right to request therein that Landlord specify whether and to what extent Landlord will require Tenant to remove the Alterations in question at the end of the Term, provided that Tenant refers therein to the provisions of this Section 10.A. If Tenant shall fail to request such information in its request to make any Alterations (including, but not limited to, Tenant's Work), such right shall be deemed null and void as to the Alterations in question, and all such Alterations shall thereafter be subject to the exercise of Landlord's rights and to Tenant's obligations set forth in the first sentence of this Section 10.A. If Tenant submits its request for such information in accordance with the foregoing provisions and Landlord consents to the Alterations (including, but not limited to, Tenant's Work) requested, Landlord shall, together with its consent, specify in writing whether and to what extent it will require Tenant to remove the Alterations in question at the end of the Term, and if Landlord fails so to specify, Tenant shall have no further obligation to remove the Alterations which were the subject of Tenant's request.

B. Removal of Property At End of Term: Tenant shall remove all of Tenant's Personal Property, from the Building and the Land on or before the Lease Expiration Date. Any personal property belonging to Tenant or to any other person or entity which is left in the Building or on the Land after the date Landlord obtains possession of the Premises shall be deemed to have been abandoned. In such event, Landlord shall have the right to store such property at Tenant's sole cost and/or to dispose of it in whatever manner Landlord considers appropriate, without waiving its right to claim from Tenant all expenses and damages caused by Tenant's failure to remove such property, and Tenant and any other person or entity shall have no right to compensation from or any other claim against Landlord as a result.

11. LANDLORD'S ACCESS TO PREMISES.

Landlord may at any reasonable time, after reasonable prior notice except in the event of emergency, which notice may be given verbally, enter the Premises to examine them, to make alterations or repairs thereto or for any other purposes which Landlord considers necessary or advisable; however, in the case of any emergency, Landlord and its agents may enter the Premises at any time and in any manner. Tenant shall allow the Premises to be exhibited by Landlord: (i) at any reasonable time to representatives of lending institutions or to prospective purchasers of the Building, and (ii) at any reasonable time during the last twelve (12) months of the Term to persons who may be interested in leasing the Premises. Landlord reserves the right and shall be permitted reasonable access to the Premises to install facilities within and through the Premises and to install and service any systems deemed advisable by Landlord to provide services or utilities to any tenant of the Building. Landlord agrees that in the exercise of its rights pursuant to this Section 11, Landlord shall not unreasonably interfere with Tenant's business operations in the Premises or its access thereto.

12. SERVICES AND UTILITIES.

A. Services Provided: Throughout the term hereof, Landlord shall provide the following to Tenant in the manner specified below, and otherwise in a manner comparable to such services provided by landlords of comparable buildings, without additional charge, except as otherwise provided herein (including, but not limited to, as provided in Sections 5 and 1.BB. hereof):

(1) Elevator service for common use, with at least one elevator subject to call at all times, including Sundays and Holidays.

(2) Central heating and air conditioning during Building Hours, exclusive of Holidays, during the seasons of the year and within the temperature ranges usually furnished in comparable office buildings in the city (or, if not a city, other local jurisdiction) in which the Building is located. Landlord shall provide heat and air conditioning at other times at Tenant's expense, provided that Tenant gives Landlord notice by 1:00 p.m. on weekdays for after-hour service on the next weekday, one (1) business days' notice before a Holiday for service on such Holiday and one (1) business days' notice for after-hour service on Saturday or Sunday. Landlord shall charge Tenant for such after-hour, Holiday and special weekend service at the prevailing rates then being charged by Landlord for such services, which shall reflect Landlord's direct and indirect cost to provide same, which as of the date hereof is Thirty-Five Dollars (\$35.00) per hour. Tenant may provide Landlord an after-hours schedule and Landlord shall provide after-hours service in accordance with such schedule until Tenant modifies such schedule in writing and delivers such updated schedule to Landlord.

(3) Cleaning and janitorial services in accordance with the specifications attached hereto as Exhibit F.

(4) Electrical facilities to furnish electricity up to the Premises' Standard Electrical Capacity (including the replacement of Building standard light bulbs and ballasts in Building standard light fixtures, it being agreed that if Landlord replaces any other light bulbs or ballasts in the Premises, Tenant shall pay Landlord the cost of such bulbs and all labor costs incurred by Landlord in connection therewith within thirty (30) days after Landlord's written demand therefor).

(5) Restroom facilities.

(6) Routine maintenance, painting and electrical lighting service for all Common Areas of the Building in such manner as Landlord deems reasonable, including, without limitation, prompt snow and ice removal.

(7) Reasonable access to the Premises (24 hours per day, 7 days per week, 365 days per year), subject to such access control procedures, restrictions and other regulations as Landlord may promulgate in its commercially reasonable discretion, including, 24-hour key card access to exterior entrances of the Building.

B. Failure to Provide Services: Landlord shall have no liability to Tenant or others based on any failure by Landlord to furnish the foregoing, due to Unavoidable Delays, repair or maintenance work or any other reason, and such failure shall neither render Landlord liable for damages to either person or property, nor be construed as an eviction of Tenant, nor cause a diminution or abatement of Rent nor relieve Tenant of any of Tenant's obligations hereunder. Notwithstanding the foregoing, in the event of Landlord's failure or inability to furnish any of the utilities or services required to be furnished by Landlord hereunder if such failure or inability is the result of Landlord's negligent or willful misconduct, and if all or substantially all of the Premises is rendered unusable by Tenant for a continuous period of five (5) consecutive business days after Tenant gives Landlord written notice thereof (however no such notice shall be required with respect to Building-wide outages, and in such event such five (5) business day period shall commence on the date the Building-wide outage commenced), and if Tenant does not in fact use the Premises during such period, then, so long as Tenant is not in Default under this Lease, Tenant shall be entitled to an abatement of the Base Rent payable hereunder for the period beginning on the day after such five (5) business day period ends and continuing until the use of the Premises is restored to Tenant..

C. Conservation: Tenant hereby agrees to comply with all energy conservation procedures, controls and requirements instituted by Landlord pursuant to any government regulations or otherwise, including but not limited to controls on the permitted range of temperatures, the volume of energy consumption or the hours of operation of the Building. Institution by Landlord of such controls and requirements shall not entitle Tenant to terminate this Lease or to an abatement of any Rent payable hereunder.

D. Recycling: Without limiting the foregoing, Tenant covenants and agrees, at its sole cost and expense, to comply with all present and future Laws to the extent that any of them or this Lease impose on Tenant duties and responsibilities regarding the collection, sorting, separation, and recycling of trash. Tenant shall pay all costs, expenses, fines, penalties, or damages that may be imposed on Landlord or Tenant by reason of Tenant's failure to comply with the provisions of this Section 12.D., and, at Tenant's sole cost and expense, shall indemnify, defend and hold Landlord harmless (including legal fees and expenses) from and against any actions, claims, and suits arising from such noncompliance, using counsel reasonably satisfactory to Landlord.

13. RULES AND REGULATIONS.

Tenant shall abide by and observe the rules and regulations attached hereto as Exhibit D and such other rules and regulations as may be made by Landlord from time to time of which Tenant is notified in writing and which are generally applicable to all office tenants of the Building, provided that such rules and regulations shall not be inconsistent with the provisions of this Lease. Nothing contained in this Lease or in any rules and regulations shall be interpreted to impose upon Landlord any obligations to enforce against any tenant its rules and regulations, or the provisions of any lease with any other tenant, and Landlord shall not be liable to Tenant or any other entity for any violation of said rules, regulations or lease provisions. Landlord shall use reasonable efforts not to enforce any rule or regulation in a manner which unreasonably discriminates against Tenant. In the event of any conflict between the rules and regulations and this Lease, the terms of this Lease shall govern.

14. REPAIR OF DAMAGE CAUSED BY TENANT; INDEMNIFICATION.

A. Repairs: Except as otherwise expressly provided in this Lease (including the insurance and waiver of subrogation provisions), all injury, breakage and damage to the Land, the Building or the Premises, caused by any act or omission of Tenant shall be repaired by and at the sole expense of Tenant, except that if Tenant fails to do so within the applicable notice and cure period set forth in this Lease, or such shorter period of time as Landlord, in its sole but reasonable discretion, determines is appropriate under the circumstances in order to protect the Land, the Building or any of the occupants thereof, Landlord shall have the right, at its option, to make such repairs and to charge Tenant for all reasonable costs and expenses incurred in connection therewith as Additional Rent payable within thirty (30) days after the rendering of a bill therefor. Tenant shall notify Landlord promptly of any injury, breakage or damage to the Land, the Building, or the Premises caused by Tenant.

B. Indemnification: Except as otherwise expressly provided in this Lease (including the insurance and waiver of subrogation provisions), Tenant hereby agrees to indemnify and hold harmless Landlord and its shareholders, direct and indirect members, partners, contractors, licensees, invitees, affiliates, and their respective employees, agents, officers and directors, and each Ground Lessor and Mortgagee from and against all costs, damages, claims, liabilities and expenses, including attorneys' fees, suffered by or claimed against Landlord, directly or indirectly, based on, arising out of or resulting from: (i) Tenant's use and occupancy of the Premises or the business conducted by Tenant therein or Tenant's presence in the Building or on the Land, (ii) the making by Tenant of any Alterations, (iii) any act or omission of Tenant or its employees, agents or invitees, and (iv) any breach or default by Tenant in the observance or performance of its covenants and obligations under this Lease. Except to the extent incurred in connection with (i) a holdover by Tenant for more than thirty (30) days after the expiration or any earlier termination of the Lease Term, or (ii) Tenant's breach of its obligation under this Lease related to Hazardous Materials, in no event shall Tenant be liable for consequential, indirect or punitive damages.

15. LIMITATION ON LANDLORD LIABILITY.

A. Liability Standard: Landlord shall not be liable to Tenant or any other individual or entity for any damage, loss or claim whatsoever, except damages, losses and claims that are the direct result of Landlord's gross negligence or willful misconduct; however, in no event shall Landlord be liable for consequential damages.

B. Limitation on Total Liability: Notwithstanding any other provision of this Lease, it is expressly understood and agreed that the total liability of Landlord arising out of or in connection with this Lease, the relationship of Landlord and Tenant hereunder and/or Tenant's use of the Premises, shall be limited to the estate of Landlord in the Building. No other property or assets of Landlord or any partner or owner of Landlord shall be subject to levy, execution, or other enforcement proceedings or other judicial process for the satisfaction of any judgment or any other right or remedy of Tenant arising out of or in connection with this Lease, the relationship of Landlord and Tenant hereunder and/or Tenant's use of the Premises.

16. FIRE AND OTHER CASUALTY.

If the Premises shall be damaged by fire or other casualty this Lease shall not terminate and, upon adjustment of insurance claims, Landlord shall repair the damage, provided that Landlord shall have no obligation to repair damage to or replace Tenant's Personal Property. Except as otherwise provided herein, if any part of the Premises are rendered untenantable by reason of any such damage, and provided the damage was not caused by the gross negligence or willful misconduct of Tenant or its invitees, Rent shall abate from the date of the damage to the date the damage is repaired, as determined by Landlord, in the proportion that the area of the untenantable part bears from time to time to the total area of the Premises. No compensation or reduction of Rent shall be paid or allowed for inconvenience, annoyance or injury to Tenant or Tenant's business arising from any damage to or repair of the Premises or the Building.

Notwithstanding anything herein to the contrary, if (1) insurance proceeds are insufficient to pay the full cost of such repair and restoration (other than a commercially reasonable deductible), (2) the holder of any Mortgage fails or refuses to make insurance proceeds available for such repair and restoration, (3) zoning or other applicable Laws 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, then Landlord, at its option, may give Tenant, within sixty (60) days after the casualty, notice of termination of this Lease, and this Lease and the Term shall terminate (whether or not the Term has commenced) upon the expiration of thirty (30) days from the date of the notice, with the same effect as if the new expiration date had been the Lease Expiration Date, and all Base Rent and Additional Rent payable pursuant to Section 5 of this Lease shall be apportioned as of such date.

If the Premises or the Building shall be damaged by fire or other casualty due to the gross negligence or willful misconduct of Tenant: (i) Landlord shall have no obligation to repair the Premises or the Building, (ii) this Lease shall, at Landlord's option, not terminate, and (iii) Landlord may pursue any legal and equitable remedies available to it.

If Landlord estimates that repairs to the Building will exceed a period of two hundred seventy (270) days from the date of the casualty, which determination Landlord shall make (and provide notice thereof to Tenant) within sixty (60) days of the date of the casualty, then either Landlord or Tenant may terminate this lease by written notice to the other of them, which notice shall be given by Tenant, if at all, within ten (10) business days following the date of such written estimate, however in no event may Tenant terminate this Lease if the fire or other casualty was caused by the gross negligence or willful misconduct of Tenant or its invitees.

17. INSURANCE.

A. Tenant's Insurance:

(a) Throughout the Term, Tenant shall obtain and maintain the following :

(1) Commercial General Liability insurance (written on the current version available of ISO occurrence form or CG 00 01 equivalent basis) including contractual liability coverage insuring the obligations assumed by Tenant under this Lease (including those set forth in Sections 14.B. and 36.B.), premises and operations coverage, broad form property damage coverage and independent contractors coverage, and personal injury with a minimum of Two Million Dollars (\$2,000,000) each occurrence and Three Million Dollars (\$3,000,000) general aggregate. If the policy also covers locations other than the Premises, the policy shall include a provision to the effect that the aggregate limit of Three Million Dollars (\$3,000,000) shall apply separately at the Premises. The policy limits may be obtained through any combination of primary and excess insurance.

(2) Property Insurance written on a "Special Cause of Loss" form covering Tenant's business personal property, stock, and, if applicable, inventory, and leasehold improvements at 100% of the full replacement value written with a deductible of not more Five Thousand Dollars (\$5,000). 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 C attached hereto or Section 3 hereof, as applicable, and made a part hereof, all Alterations and all other contents of the Premises (including, without limitation, Tenant's trade fixtures, decorations, furnishings, equipment and personal property).

(3) Business interruption insurance, loss of income and extra expense insurance shall be in an amount not less than the Base Rent then in effect during any Lease Year.

(4) Comprehensive automobile liability insurance (covering automobiles owned by Tenant, if any and hired and non-owned automobiles) (written on the current version of ISO CA 00 01). Such automobile liability insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) bodily injury and property damage for each accident.

(5) worker's compensation insurance providing statutory limits as required by the jurisdiction in which the Building is located and employer's liability insurance with minimum limits of \$500,000 each accident, \$500,000 each employee-disease and \$500,000 policy limit-disease. Such policy shall provide a waiver of subrogation in favor of Landlord and Landlord's managing agent.

(b) All insurance carried by Tenant pursuant to Section 17.A.(a) hereof 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-VII from Best's Insurance Guide; (2) name Landlord, the managing agent of the Building and the holder of any Mortgage as additional insureds/loss payees with respect to leasehold improvements (as applicable) providing an Additional Insured – Managers or Lessors of Premises Endorsement (#CG-20-11-01-96 or equivalent); (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 (including, but not limited to, Landlord's managing agent) 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 would have been covered by insurance it is required to carry under this Lease); (4) provide that the insurer thereunder waives all right of recovery by way of subrogation against Landlord, its partners, agents (including, but not limited to, Landlord's managing agent), employees, and representatives, in connection with any loss or damage covered by such policy; (5) be acceptable in form and content to Landlord in its reasonable discretion provided same complies with the requirements of this Lease; (6) be primary and non-contributory; and (7) contain an

endorsement for cross liability and severability of interests. If Tenant receives notice that its insurer intends to cancel, not renew or reduce or change the amount of insurance coverage required hereunder, then Tenant shall notify Landlord in writing thereof within three (3) days after being notified thereof.. No such policy shall contain any deductible provision except as otherwise approved in writing by Landlord, which approval shall not be unreasonably withheld provided the same is commercially reasonable. 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 first-class office buildings in the Washington, D.C., metropolitan area 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 25 and 28) of all such insurance and receipts evidencing payment therefor (and, upon request, copies of all required insurance policies, including endorsements and declarations) to Landlord concurrently with Tenant's execution of this Lease and at least annually thereafter. Tenant shall give Landlord immediate notice in case of fire, theft or accident in the Premises, and in the case of fire, theft or accident in the Building if involving Tenant, 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.

(c) **Waiver of Right of Recovery** - Except for the indemnification contained in Section 36.B. hereof with respect to Hazardous Materials, neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, or any resulting loss of income, or losses under workers' compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of such party or its agents or employees. The provision of this Section 17.A.(c) shall not limit the indemnification for liability to third parties pursuant to Section 14 hereof. In the event of a permitted sublease or other occupancy agreement for all or a portion of the Premises, the subtenant or occupant shall expressly agree in writing to be bound by the provisions of this Section 17.A.(c) (as if such subtenant or occupant were Tenant hereunder) for the benefit of Landlord.

B. Tenant's Contractor's Insurance:

Tenant shall require any contractor of Tenant performing work on the Premises to carry and maintain at no expense to Landlord, the following coverages with limits not less than indicated:

(a) Commercial general liability insurance policy (non-deductible), including (but not limited to) contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement to afford protection with respect to personal injury, death or property damage of not less than Three Million Dollars (\$3,000,000) per occurrence combined single limit/Three Million Dollars (\$3,000,000) general aggregate (but not less than \$3,000,000 per location aggregate) and shall name Landlord as additional Insured using the ISO Additional Insured endorsements CG 20 38 for ongoing operations and CG 20 37 (07 04) for completed operations or their equivalent providing coverage at least as broad;

(b) Comprehensive automobile liability insurance policy with a combined single limit for each occurrence of not less than One Million Dollars (\$1,000,000) with respect to personal injury or death and property damage; and

(c) Worker's compensation insurance policy or similar insurance in form and amounts required by law and Employer's Liability with minimum limits of \$500,000 each accident, \$500,000 each employee-disease and \$500,000 policy limit-disease. Such policy shall provide a waiver of subrogation in favor of Tenant and Landlord.

(d) **Builders Risk Insurance** with a deductible no greater than Ten Thousand Dollars (\$10,000) in the amount of the full replacement costs of Tenant's Work.

C. **Landlord's Insurance:** Landlord agrees to carry and maintain special cause of loss 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 shall secure a waiver of subrogation endorsement from its insurance carrier. Landlord also agrees to carry and maintain commercial general liability insurance in limits it reasonably deems appropriate.

D. **Effect of Tenant's Activities on Insurance:** Tenant shall not conduct or permit to be conducted any activity, or place any equipment in or about the Land, the Building or the Premises which will increase the rate of, or make void or voidable, any fire or other insurance maintained or required to be maintained by Landlord or any Mortgagee on the Building, the Land or the property kept thereon or therein, which will conflict with the provisions of any such insurance policy or which will make it impracticable for Landlord to obtain insurance covering any risks against which Landlord reasonably deems it advisable to obtain insurance. This Section 17.D. shall not be applicable if Tenant is conducting only the permitted use pursuant to Section 6.A. of this Lease at the Premises, and such use is being conducted in accordance with all applicable Laws in accordance with the provisions of this Lease. In the event any increases in the rates of such insurance are, in Landlord's reasonable judgment, due to Tenant's presence in the Building, to any activity conducted or property installed or placed by Tenant on or about the Land, the Building or the Premises or to Alterations installed by Tenant or at Tenant's request, Tenant shall reimburse Landlord for the amount of such increases promptly upon demand therefor. Statements by the applicable insurance company or insurance rating bureau that such increases are due to any of Tenant's activity, property or improvements shall be conclusive for the purposes of determining Tenant's liability hereunder.

E. **Termination Right:** Landlord shall have the right to terminate this Lease upon thirty (30) days' notice to Tenant (which termination shall be rescinded if Tenant remedies such condition or circumstance within fifteen (15) days after notice thereof from Landlord and Landlord's insurer rescinds its cancellation or premium increase, as applicable) in the event Landlord receives notice from any of Landlord's insurance carriers that such carrier intends to cancel its insurance on the Building, or to increase the cost of such insurance by more than one hundred percent (100%) above the premium payable by Landlord immediately prior to such notice, due to the activities of Tenant or the presence of Tenant in the Building. However, Landlord shall not terminate this Lease in the event Landlord is able, with good faith efforts, to obtain equivalent insurance from an insurance carrier satisfactory to Landlord at a premium not more than one hundred percent (100%) greater than the premium for the cancelled insurance; provided that Tenant shall reimburse Landlord for all additional premiums charged to Landlord by such new insurance carrier. It is expressly understood that Landlord shall not have the right to terminate this Lease pursuant to this Section 17.E. if any cancellation or rate increase is due to factors generally applicable to the insurance or rental market, rather than to Tenant's activities or presence in the Building.

F. Neither the insurance requirements set forth in this Lease nor Landlord's review and approval of any insurer or insurance policy shall be deemed to limit Tenant's obligations under this Lease or Tenant's underlying liability in any manner. The insurance requirements herein merely prescribe the minimum amounts and forms of insurance coverage that Tenant and its contractors are required to carry. Any failure by Landlord to enforce in a timely manner any of the provisions of this Lease shall not act as a waiver to enforcement of any of such provisions at a later date.

18. CONDEMNATION.

A. *Landlord's Right to Terminate:* If a substantial part of the Premises, the Building or the Land is taken or condemned by any governmental or quasi-governmental authority for any purpose or is granted to any authority in lieu of condemnation (collectively, a "taking"), Landlord and Tenant shall each have the right in its sole discretion to terminate this Lease by written notice to the other party, and upon the giving of such notice, the Term shall terminate as of the date title vests in the authority, and Base Rent and Additional Rent payable pursuant to Section 5 hereof shall be abated as of that date. For purposes of this Section 18, a substantial part of the Premises, the Land or the Building shall be considered to have been taken if, in the sole opinion of Landlord, the taking shall render it commercially undesirable for Landlord to permit this Lease to continue or to continue operating the Building or, if the portion of the Premises so taken is so substantial as to preclude Tenant from being able to conduct its business operations in the Premises in substantially the same manner as they were being conducted prior to the taking.

B. *Adjustment of Rent:* If a portion of the Premises is taken and neither Landlord nor Tenant elects to terminate this Lease pursuant to Section 18.A. hereof, then Base Rent and Additional Rent payable pursuant to Section 5 hereof shall be equitably adjusted as of the date title vests in the authority and this Lease shall otherwise continue in full force and effect.

C. *Division of Award:* Tenant shall have no claim against Landlord arising out of or related to any taking, or for any portion of the amount that may be awarded as a result, damages or compensation attributable to damage to the Premises, value of the unexpired portion of the Term, loss of profits or goodwill, leasehold improvements or severance damages, and Tenant hereby assigns to Landlord all its rights, title and interest in and to any such award; provided, however, that Tenant may assert any claim it may have against the authority for compensation for Tenant's Personal Property and for any relocation expenses compensable by statute, as long as such awards shall be made in addition to and stated separately from the award made for the Land, the Building and the Premises.

19. DEFAULT.

A. *Default of Tenant:* The following events shall be a default by Tenant (a "Default") under this Lease:

(1) Failure of Tenant to pay Rent as and when due; provided, however, that with respect to the first two (2) such failures in any twelve (12) month period only, no Default shall be deemed to have occurred unless such failure continues for a period of three (3) business days after written notice thereof from Landlord to Tenant.

(2) Failure of Tenant to comply with or perform any covenant or obligation of Tenant under this Lease, if the failure continues for ten (10) days after notice from Landlord to Tenant specifying the failure, other than (i) those concerning the payment of Rent, (ii) those set forth in any of Sections 8.C., 17, 21, 22, 23, 26, 35, 36, 37 and 38 hereof, as to which a specific timeframe for the performance of such covenant or obligation is set forth therein, and (iii) any Default arising under subsections (3), (4), (5) or (6) of this Section 19.A.; provided, however, that if the failure on the part of Tenant is not capable of being cured within such 10-day period but Tenant expeditiously commences to cure same and diligently proceeds with such cure, Tenant's time to cure such failure shall be extended for the time necessary to cure same, but in no event longer than sixty (60) days, inclusive of the original 10-day period.

(3) [Intentionally omitted.]

(4) If Tenant, any Guarantor or, if Tenant is a partnership, any partner of Tenant ("Partner"), shall file a voluntary petition in bankruptcy or insolvency, shall be adjudicated bankrupt or insolvent or shall file a petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other Laws, or shall make an assignment for the benefit of creditors, or shall seek or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or of any Guarantor or Partner or of all or any part of the property of Tenant or of such Guarantor or Partner, and any such involuntary proceeding is not dismissed within sixty (60) days.

(5) If, within sixty (60) days after the commencement of any proceeding against Tenant or any Guarantor or Partner, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future applicable federal, state or other Laws, such proceeding shall not have been dismissed or if, within sixty (60) days after the appointment of any trustee, receiver or liquidator of Tenant or any Guarantor or Partner, or of all or any part of the property of Tenant or of any Guarantor or Partner, without the acquiescence of such individual or entity, such appointment shall not have been vacated or otherwise discharged, or if any execution or attachment shall have been issued against the property of Tenant or of any Guarantor or Partner, pursuant to which the Premises shall be taken or occupied or attempted to be taken or occupied.

(6) If Tenant fails to take possession of the Premises on the Lease Commencement Date or vacates, abandons or ceases to carry on its ordinary activities in the Premises prior to the Lease Expiration Date, with or without an intention of paying Rent; provided, however, that if (i) Tenant gives Landlord at least thirty (30) days prior written notice that it intends to vacate the Premises, (ii) Tenant pays the full amount of all Rent when due under this Lease while the Premises are vacant, and (iii) Tenant leaves the Premises in the condition required by this Lease and continues to maintain the Premises in the condition required by this Lease throughout the remainder of the Term, then, and in such event only, Tenant shall not be deemed to be in Default under this Section 19.A.(6).

(7) Failure of Tenant to comply with or perform any covenant or obligation under Sections 8.C., 17, 21, 22, 23, 26, 35, 36, 37 or 38 hereof within the specific timeframe for the performance of such covenant or obligation set forth in the applicable Section.

B. Remedies Upon Default: Upon the occurrence of a Default, Landlord shall have the right, then or at any time thereafter:

(1) Without demand or notice, to reenter and take possession of all or any part of the Premises, to expel Tenant and those claiming through Tenant and to remove any property therein, either by summary proceedings or by any other action at law, in equity or otherwise, with or without terminating this Lease, without being deemed guilty of trespass and without prejudice to any other remedies of Landlord for breach of this Lease, and/or

(2) To terminate this Lease by written notice to Tenant, whereupon this Lease shall terminate on the date specified in Landlord's notice, and Tenant's right to possession of the Premises shall cease as of such date.

If Landlord elects to terminate this Lease, everything contained in this Lease on the part of Landlord to be done shall cease, without prejudice to Landlord's right to recover from Tenant all Rent, as set forth in Sections 19.C. and 19.D. below. If Landlord elects to reenter pursuant to Section 19 above, Landlord may terminate this Lease, or, from time to time without terminating this Lease, may relet all or any part of the Premises as the agent of Tenant, for such term, at such rental and upon such other provisions

as Landlord deems acceptable, with the right to make any alterations and repairs to the Premises that Landlord deems appropriate, at Tenant's expense. No such reentry or taking of possession of the Premises shall be construed as an election to terminate this Lease, unless notice of such intention is given pursuant to Subsection B.(2) above, or unless termination be decreed by a court of competent jurisdiction at the instance of Landlord. Landlord shall in no event be under any obligation to relet any part of the Premises.

C. Liability of Tenant: If Landlord terminates this Lease or reenters the Premises (with or without terminating this Lease), Tenant shall remain liable (in addition to all other liabilities of Tenant accrued at the time of the Default) for the sum of (i) any unpaid Rent accrued prior to the time of termination and/or reentry, as the case may be, plus interest thereon from the due date at the Default Rate, (ii) all Base Rent and Additional Rent provided for in this Lease from the time of termination and/or reentry, as the case may be, until the date this Lease would have expired had a Default not occurred, plus interest thereon from the due date at the Default Rate, (iii) any and all expenses (including but not limited to attorneys' and brokerage fees) incurred by Landlord in reentering and repossessing the Premises, in correcting any default, in painting, altering or repairing the Premises in order to place the Premises in first-class rentable condition (whether or not the Premises are relet), in protecting and preserving the Premises and in reletting or attempting to relet the Premises, and (iv) any other amounts necessary to compensate Landlord for any other injury or detriment caused by the Default; *minus* the net proceeds (after deducting any rental abatements, tenant improvement allowances and other concessions and inducements) actually received by Landlord, if any, from any reletting to the extent attributable to the period prior to the date this Lease would have expired had a Default not occurred. Landlord shall have the option to recover any damages sustained by Landlord either at the time of reletting, if any, or in separate actions from time to time as said damages shall have been made more easily ascertainable by successive relettings or, at Landlord's option, to defer any such recovery until the date this Lease would have expired in the absence of a Default, in which event Tenant hereby agrees that the cause of action shall be deemed to have accrued on the aforesaid date. The provisions of this Section 19.C. shall be in addition to, and shall not prevent the enforcement of, any claim Landlord may have for anticipatory breach of this Lease. Notwithstanding anything to the contrary contained in this Lease, (a) any damages incurred by Landlord related to any re-leasing of the Premises shall be amortized on a straight-line basis over the greater of the remaining Term of the Lease (at the time of Default) or the term of the new lease for the Premises, and (b) Tenant shall be liable for only that portion of the foregoing expenses which relate to the Term of this Lease.

D. Liquidated Damages: In addition to Landlord's rights pursuant to Section 19.C. above, if Landlord terminates this Lease, Landlord shall have the right at any time, at its sole option, to require Tenant to pay to Landlord on demand, as liquidated damages, the sum of (i) the total of the Base Rent, Additional Rent and all other sums which would have been payable under this Lease from the date of Landlord's demand for liquidated damages ("Landlord's Demand") until the date this Lease would have terminated in the absence of the Default, discounted to present value at the rate of five percent (5%) per annum (the "Discount Rate"), (ii) all unpaid Rent accrued prior to the time of Landlord's Demand, plus interest thereon from the due date at the Default Rate, (iii) any and all expenses (including but not limited to attorneys' and brokerage fees) incurred by Landlord in reentering and repossessing the Premises, in correcting any default, in painting, altering or repairing the Premises in order to place the Premises in first-class rentable condition (whether or not the Premises are relet), in protecting and preserving the Premises and in reletting or attempting to relet the Premises, and (iv) any other amounts necessary to compensate Landlord for any other injury or detriment caused by the

Default; minus the sum of (a) the net fair market rental value of the Premises for the period referred to in Section 19.D.(i) above, discounted to present value at the Discount Rate, and (b) any sums actually paid by Tenant to Landlord pursuant to Subsection C. above; provided, however, that if said damages shall be limited by law to a lesser amount, Landlord shall be entitled to recover the maximum amount permitted by law. The "net fair market rental value" referred to in Section 19.D.(a) above shall be the fair market rental value of the Premises at the time of Landlord's Demand, reduced by any rental abatements, tenant improvement allowances and other concessions and inducements generally provided by landlords seeking to lease comparable commercial property in the area of the Premises at the time of Landlord's Demand. If reletting is accomplished within a reasonable time after Lease termination, the "net fair market rental value" referred to in Section 19.D.(a) above shall be deemed *prima facie* to be the net rental income (after deducting any rental abatements, tenant improvement allowances and other concessions and inducements) realized upon such reletting.

E. *Waiver*: Tenant, on its own behalf and on behalf of all persons and entities claiming through Tenant, including but not limited to creditors of Tenant, hereby waives any and all rights and privileges which Tenant and such other persons and entities might otherwise have under any present or future Laws: (i) to redeem the Premises, (ii) to reenter or repossess the Premises, or (iii) to restore the operation of this Lease, with respect to any dispossession of Tenant by judgment or warrant of any court, any reentry by Landlord or any expiration or termination of this Lease, whether by operation of law or pursuant to the provisions of this Lease. Tenant hereby expressly waives receipt of any notice to quit.

F. *Right of Landlord to Cure*: If Tenant defaults in the making of any payment or in the doing of any act required to be made or done by Tenant under this Lease, and such default continues beyond any applicable notice and cure period, or such shorter period of time as may be necessary in Landlord's reasonable judgment in order to protect the Land, the Building, its occupants or any combination thereof then Landlord may, at its option, make such payment or do such act, and the expenses thereof, with interest thereon at the Default Rate, from the date paid by Landlord, shall constitute Additional Rent hereunder due and payable by Tenant with the next payment of Monthly Base Rent.

G. *Attorneys' Fees*: In the event of any Default hereunder, Tenant shall pay to Landlord all reasonable attorneys' fees incurred by Landlord in connection with such default or the enforcement of Landlord's rights or remedies arising in connection therewith, whether or not this Lease is terminated and whether or not Landlord institutes any lawsuit against Tenant as a result of such default. In addition to the foregoing, whether or not this Lease is terminated, Tenant shall pay to Landlord all other costs incurred by Landlord with respect to any lawsuit instituted or action taken by Landlord to enforce the provisions of this Lease, except that in the event that Tenant institutes any lawsuit against Landlord or Landlord institutes any lawsuit against Tenant and, in either case, Tenant is the prevailing party in such lawsuit based upon a final unappealable order of a court of competent jurisdiction, then Landlord shall reimburse Tenant for Tenant's reasonable, out of pocket attorneys' fees incurred in connection with such lawsuit.

H. *Survival*: Tenant's liability pursuant to this Section 19 shall survive the termination of this Lease, the institution of summary proceedings and/or the issuance of a warrant thereunder.

I. *Waiver of Landlord's Lien*. Except with respect to any of Tenant's Personal Property purchased by Landlord (or with any allowance provided by Landlord), Landlord hereby waives any statutory or common law lien rights Landlord may have with respect to Tenant's Personal Property which shall or may be brought or put on or into the Premises, other than such lien rights as may be

applicable with respect to the enforcement or collection of any judicial judgment or decree which Landlord may obtain in the enforcement of this Lease.

20. NO WAIVER.

No failure or delay by Landlord in enforcing its right to strict performance by Tenant of every provision of this Lease or in exercising any right or remedy hereunder, and no acceptance by Landlord of full or partial rent during the continuance of any default, shall constitute a waiver of the provision or the default, and no provision shall be waived or modified except by a written instrument executed by Landlord. No payment by Tenant, or receipt by Landlord, of a lesser amount than the full Rent shall be deemed to be other than a payment on account, notwithstanding any endorsement or statement on any check or letter accompanying any payment of any Rent. No waiver of any default or settlement of any proceeding instituted on account of any claimed default shall affect or alter this Lease or constitute a waiver of any of Landlord's rights hereunder.

21. HOLDING OVER.

If Tenant shall be in possession of the Premises after termination of this Lease (whether by normal expiration of the Term or otherwise), at Landlord's option: (i) Landlord may deem Tenant to be occupying the Premises as a tenant from month-to-month, at the sum of (a) during the first sixty (60) days of such holdover occupancy, one hundred fifty percent (150%) of the Monthly Base Rent in effect for the last full month of the Term, and (b) thereafter, two hundred percent (200%) of the Monthly Base Rent in effect for the last full month of the Term, and, in each case (that is, with respect to any holdover to which either of the immediately foregoing clauses (a) or (b) or any combination thereof, applies), plus the monthly installment of Additional Rent which is then payable pursuant to Section 5. of this Lease, and subject to all of the other provisions of this Lease, as applicable to a month-to-month tenancy, and (ii) Landlord may exercise any or all remedies for Default and at law and in equity, including but not limited to an action against Tenant for wrongfully holding over and an action for actual and consequential 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 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.

22. SUBORDINATION.

A. *Lease Subordinate:* This Lease shall be subject and subordinate to the lien of any and all Mortgages and to any Ground Leases, and any and all renewals, extensions, modifications, recastings and refinancings thereof. This clause shall be self-operative, without execution of any further instrument; but if requested by Landlord or any Mortgagee, Tenant shall promptly execute a certificate or other document evidencing and providing for such subordination within ten (10) days after Tenant's receipt of such certificate. If Tenant fails to execute and deliver the same within such ten (10) day period, and such failure continues for a period of two (2) business days following a second (2nd) request therefor from Landlord, then, such failure shall constitute an immediate Default (without any further notice or cure period applicable thereto) and Tenant shall pay Landlord as additional rent the sum of Two Hundred Fifty Dollars (\$250) for each day after the second (2nd) business day that Tenant has not executed and delivered such certificate or document.

Tenant agrees that, if any Mortgage is foreclosed or Ground Lease terminated, upon request by the purchaser at the foreclosure sale or Ground Lessor, as the case may be, Tenant shall attorn to and recognize the purchaser or Ground Lessor as the landlord under this Lease and shall make all payments required hereunder to such new landlord without any deduction or set-off of any kind whatsoever. Tenant waives the provisions of any Laws, now or hereafter in effect, which may give or purport to give Tenant any right to terminate or otherwise affect this Lease or the obligations of Tenant hereunder in the event that any such foreclosure, termination or other proceeding is filed, prosecuted or completed. Notwithstanding anything herein to the contrary, any Mortgagee may at any time subordinate the lien of its Mortgage to the operation and effect of this Lease without Tenant's consent, by giving Tenant written notice of such subordination, in which event this Lease shall be deemed to be senior to such Mortgage, and thereafter such Mortgagee shall have the same rights as it would have had if this Lease had been executed, delivered and recorded before said Mortgage.

B. Modifications to Lease: If any of Landlord's insurance carriers or any Mortgagee requests modifications to this Lease, then Tenant shall execute a written amendment incorporating such requested modifications within ten (10) days after the same has been submitted to Tenant by Landlord, provided that such modifications do not materially adversely affect Tenant's use of the Premises as herein permitted or increase the rentals and other sums payable by Tenant hereunder. In the event that Tenant refuses or fails to execute such amendment within ten (10) days after Landlord's delivery of same to Tenant, and if such refusal or failure continues for a period of two (2) business days following a second (2nd) request therefor from Landlord, then, such failure shall constitute an immediate Default (without any further notice or cure period applicable thereto) and Tenant shall pay Landlord as additional rent the sum of Two Hundred Fifty Dollars (\$250) for each day after the second (2nd) business day that Tenant has not executed and delivered such certificate or document.

23. ASSIGNMENT AND SUBLETTING.

A. No Transfer Without Consent: Tenant shall not, without the prior written consent of Landlord in each instance (which consent may be withheld in Landlord's sole and absolute discretion) (i) assign, mortgage or otherwise encumber this Lease or any of its rights hereunder; (ii) sublet the Premises or any part thereof or permit the occupancy or use of the Premises or any part thereof by any persons or entities other than Tenant; or (iii) permit the assignment of this Lease or any of Tenant's rights hereunder by operation of law. Any attempted assignment, mortgaging or encumbering of this Lease or any of Tenant's rights hereunder and any attempted subletting or grant of a right to use or occupy all or a portion of the Premises in violation of the foregoing sentence shall be void. If at any time during the 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 thirty (30) days notice prior 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 or Assignment Commencement Date"); the area proposed to be assigned, sublet or otherwise encumbered (the "Proposed Sublet or Assignment 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. Notwithstanding the foregoing, Landlord agrees that it shall not unreasonably withhold, condition or

delay its consent to a proposed subletting, provided that all of the following conditions are satisfied: (1) there shall be no Default at the time of the proposed subletting, (2) the proposed subtenant shall be creditworthy, (3) the proposed subtenant shall not be a governmental entity or a person or entity enjoying sovereign or diplomatic immunity, (4) the use of the Premises by the proposed subtenant shall not attract a volume, frequency or type of visitor or employee to the Building which is not consistent with the standards of a high-quality office building, (5) the proposed subtenant shall specifically covenant and agree to perform the obligations of Tenant hereunder and to occupy the Premises subject to the provisions of this Lease, and (6) Tenant remains liable for the faithful performance of this Lease.

B. Take-Back Rights: If the term of any proposed sublease (including all applicable renewal terms) constitutes ninety percent (90%) or more of the remaining Term and the Proposed Sublet or Assignment Space (when aggregated with all other space subleased by Tenant) constitutes fifty percent (50%) or more of the Premises, then Landlord shall have the right in its sole and absolute discretion to terminate this Lease with respect to the Proposed Sublet or Assignment Space by sending Tenant notice of such termination within thirty (30) days after Landlord's receipt of Tenant's Request Notice. If the Proposed Sublet or Assignment Space does not constitute the entire Premises but constitutes fifty percent (50%) or more of the Premises and Landlord exercises its option to terminate this Lease with respect to the Proposed Sublet or Assignment Space, then (a) Tenant shall tender the Proposed Sublet or Assignment Space to Landlord on the Proposed Sublease or Assignment 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 or Assignment Space, this Lease shall remain in full force and effect except that Base Rent and Additional Rent payable pursuant to Section 5 hereof shall be reduced pro rata. The cost of any construction required to permit the operation of the Proposed Sublet or Assignment Space separate from the balance of the Premises, including the cost to construct a common corridor, shall be performed and paid by Landlord. If the Proposed Sublet or Assignment Space constitutes the entire Premises and Landlord elects to terminate this Lease, then Tenant shall tender the Proposed Sublet or Assignment Space to Landlord, and this Lease shall terminate, on the Proposed Sublease or Assignment Commencement Date.

C. Transfer of Ownership Interests: 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 Section 23. 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 Section 23; provided, however, that 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 which is subject to the provisions of this Section 23. 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

which is subject to the provisions of this Section 23; provided, however, that this sentence shall not apply to entities the ownership interests in which are publicly traded on a national or regional exchange or over-the-counter market. Whether Tenant is a partnership, corporation or any other type of entity, then at the option of Landlord, a sale of all or substantially all of Tenant's assets, a change in Tenant's name of which Landlord has not received prior notice, or a conversion into any other type of entity shall also be deemed a voluntary assignment of this Lease which is subject to the provisions of this Section 23; provided, however, that this sentence shall not apply to entities the ownership interests in which are publicly traded on a national or regional exchange or over-the-counter market.

D. Expenses and Profits; Effect of Consent:

(1) In the event Landlord permits Tenant to assign or sublet all or a portion of the Premises to a third party, fifty percent (50%) of any sums that are paid by such third party for the right to occupy the Premises, in excess of the sum of (i) the Rent then in effect, plus (ii) reasonable costs actually incurred by Tenant in connection with such sublease or assignment for brokerage commissions, advertising fees, attorneys' fees and tenant improvements, shall be paid by Tenant to Landlord on a monthly basis as Additional Rent.

(2) Tenant shall be responsible for all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in connection with any proposed or purported assignment or sublease to other than an Affiliate and an administrative fee of One Thousand Five Hundred Dollars (\$1,500.00).

(3) The consent by Landlord to any assignment or subletting shall neither be construed as a waiver or release of Tenant from any covenant or obligation of Tenant under this Lease, nor as relieving Tenant from giving Landlord the aforesaid thirty (30) days notice of, or from obtaining the consent of Landlord to, any further assignment or subletting. The collection or acceptance of Rent from any such assignee or subtenant shall not constitute a waiver or release of Tenant from any covenant or obligation of Tenant under this Lease, except as expressly agreed by Landlord in writing.

E. Conditions of Assignment or Sublease: 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 Term is terminated or Landlord succeeds to Tenant's interest in the Premises by voluntary surrender or otherwise, at Landlord's sole 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.

F. Permitted Subleases and Assignments: Notwithstanding the foregoing provisions of this Section 23, Landlord agrees that so long as (a) no Default is then continuing beyond any applicable cure period, (b) no circumstance shall have occurred which with the giving of notice, the passage of time, or both would constitute a Default by Tenant, and (c) with respect to an Assignment, the net worth, creditworthiness and liquidity factor of any entity into which Tenant shall merge are all greater than or equal to the net worth, creditworthiness and liquidity factor of Tenant as of the date of execution of this Lease, the provisions of Sections 23.A.,

23.B., 23.C., 23.D.(1) and 23.D.(2) shall not be applicable with regard to an assignment of this Lease or a subletting of all or any portion of the Premises to Tenant's Affiliate (as hereinafter defined), so long as (1) Tenant originally named herein shall remain primarily liable under this Lease, notwithstanding any such assignment or subletting (unless Tenant has merged into such entity, in which case such surviving entity shall assume all of the obligations of Tenant under this Lease), (2) no other or further assignment or subletting to other than an Affiliate shall be permitted without Landlord's prior written consent and (3) in the case of an assignment, the assignee executes an assignment and assumption agreement in Landlord's then standard form with respect to the assumption by the assignee of all of Tenant's then existing and future obligations under this Lease. An "Affiliate" shall be a person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Tenant, or which has succeeded to the ownership of Tenant or of substantially all of Tenant's assets by merger or consolidation. "Control" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through ownership of voting securities, by contract, or otherwise.

24. TRANSFER BY LANDLORD.

Landlord (and any successor or affiliate of Landlord) may freely sell, assign or transfer all or any portion of its interest in this Lease or the Premises, the Building or the Land and, in the event of any such sale, assignment or transfer (and transfer of the Security Deposit to the purchaser), shall be relieved of any and all obligations under this Lease from and after the date of the sale, assignment or transfer. From and after said date, Tenant shall be bound to such purchaser, assignee or other transferee, as the case may be, as though the latter had been the original Landlord hereunder, provided that the purchaser, assignee or transferee agrees to assume the obligations of Landlord hereunder first arising on and after the date of the sale, assignment or transfer.

25. INABILITY TO PERFORM.

This Lease and Tenant's obligation hereunder shall in no way be affected, impaired or excused, nor shall Tenant have any claim against Landlord for damages, because Landlord, due to Unavoidable Delays, is unable to fulfill any of its obligations under this Lease, including, but not limited to, any obligations to provide any services, repairs, replacements, alterations or decorations or to supply any improvements, equipment or fixtures. This Lease and Landlord's obligation hereunder shall in no way be affected, impaired or excused, nor shall Landlord have any claim against Tenant for damages, because Tenant, due to Unavoidable Delays, is unable to fulfill any of its obligations under this Lease; provided, however, that in no event shall this Section 25 be interpreted to relieve Tenant of any of its obligations to pay Rent or other sums in the amounts and when due and payable under this Lease, nor of its obligation to surrender and vacate the Premises at the end of the Lease Term in the condition required hereunder.

26. ESTOPPEL CERTIFICATES.

Tenant shall, without charge, within ten (10) days after receipt of any request therefor, execute and deliver to Landlord a factually accurate certificate stating: (i) whether this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect and setting forth all such modifications); (ii) whether, to Tenant's actual knowledge, there then exist any defenses against the enforcement of any right of Landlord hereunder (and, if so, specifying the

same in detail); (iii) the dates to which rent and any other charges hereunder have been paid by Tenant; (iv) that Tenant has no knowledge of any then uncured defaults under this Lease (or, if Tenant has knowledge of any such defaults, specifying the same in detail); (v) that Tenant has no actual knowledge of any event that will or may result in the termination of this Lease (or if Tenant has such knowledge, specifying the same in detail); (vi) the address to which notices to Tenant are to be sent; and (vii) such other information with respect to Tenant, its tenancy or this Lease as may be reasonably requested. It is understood that any such certificate may be relied upon by Landlord, any Mortgagee, prospective Mortgagee, Ground Lessor, prospective Ground Lessor, or purchaser or prospective purchaser of the Land or the Building.

27. COVENANT OF QUIET ENJOYMENT.

Landlord covenants that it has the right to make this Lease and that, if Tenant shall not be in Default of any of its obligations under this Lease, Tenant shall have the right, during the Term and subject to the provisions of this Lease, to quietly occupy and enjoy the Premises without hindrance by Landlord or its successors and assigns.

28. WAIVER OF JURY TRIAL.

Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other with respect to any matter arising out of or connected with this Lease.

29. BROKERS.

Landlord and Tenant each represents and warrants to the other that, except as hereinafter set forth, neither of them has employed or dealt with any broker in procuring or carrying on any negotiations relating to this Lease. Landlord and Tenant shall indemnify and hold each other harmless from any loss, claim or damage, including, but not limited to, all court costs and reasonable attorneys' fees, relating to the breach of the foregoing representation and warranty. Landlord recognizes only the Broker(s) (as set forth in Section 1.K. hereof) as broker(s) with respect to this Lease and agrees to be responsible for the payment of any leasing commissions owed to said broker(s) pursuant to a separate agreement between Landlord and such broker(s).

30. CERTAIN RIGHTS RESERVED BY LANDLORD.

Landlord shall have the following rights, exercisable without notice, except as set forth below, without liability for damage or injury to property, person or business and without effecting an eviction, constructive or actual, or disturbance of Tenant's use or possession of the Premises or giving rise to any claim for set-off, abatement of Rent or otherwise:

- A. To change the Building's name or street address after reasonable advance notice to Tenant.
- B. To affix, modify, maintain and remove any and all signs on the exterior and interior of the Building.
- C. To designate and approve, prior to installation, all window shades, blinds, drapes, awnings, window ventilators, lighting and other similar equipment to be installed by Tenant that may be visible from the exterior of the Premises or the Building.
- D. To decorate and make repairs, alterations, additions and improvements, whether structural or otherwise, in, to and about the Building and any part thereof, and for such purposes to enter the Premises, and, during the continuance of any such work, to

close temporarily doors, entry ways, Common Areas in the Building and to interrupt or temporarily suspend Building services and facilities, all without affecting Tenant's obligations hereunder, as long as the Premises remain tenantable.

E. To grant to anyone the exclusive right to conduct any business or render any service in the Building, provided Tenant is not thereby excluded from uses expressly permitted herein.

F. To alter, relocate, reconfigure and reduce the Common Areas of the Building, as long as the Premises remain reasonably accessible.

G. To alter, relocate, reconfigure, reduce and withdraw the Common Areas located outside the Building, including parking and access roads, as long as the Premises remain reasonably accessible and Tenant's Parking Permits are not reduced.

H. To erect, use and maintain pipes, conduits and other mechanical ductwork in and through the Premises behind the walls, below the floors and above the ceilings, and provided the same does not reduce the rentable area of the Premises in more than a de minimis manner.

I. To construct improvements (including kiosks) on the Land and in the 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 Laws.

K. 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.

L. Notwithstanding anything contained herein to the contrary, Landlord may at any time elect to alter, rehabilitate or renovate all or any portion of the Building so long as such construction does not substantially and unreasonably interfere with Tenant's access to the Premises or substantially and unreasonably interfere with Tenant's use of the Premises. Tenant acknowledges that Landlord has the right to undertake major renovations (including work with respect to the exterior façade of the Building) with respect to the Building and that Landlord may hereafter perform additional work, improvements and renovations with respect to the Building. In connection with any such work, improvements and renovations, the Landlord may erect scaffolding, sidewalk bridges and other such appurtenances. Tenant agrees not to interfere with such work, improvements and renovations and further agrees that such work, improvements and renovations (and the construction appurtenances which Landlord may place at or near the Premises) shall not constitute an eviction or constructive eviction of Tenant, in whole or in part, and the Base Rent and all other items of Additional Rent hereunder shall not abate while such work, improvements and renovations are being made by reason of loss or interruption of the business of Tenant or otherwise, nor shall Tenant have any claims against Landlord by reason of such work. Landlord shall use reasonable efforts to minimize interference with Tenant's business operations in the Premises in Landlord's exercise of its rights under this Section 30, provided that the foregoing shall not be deemed to require Landlord to incur overtime expense or to only perform any work hereunder outside of the Building's normal business hours.

31. NOTICES.

No notice, request, approval, consent, waiver, demand or other communication which may be or is required or permitted to be given under this Lease shall be effective unless the same is in writing and hand-delivered, sent by registered or certified mail, return receipt requested, first-class postage prepaid, or sent with charges prepaid by a nationally recognized air courier service, addressed

to Landlord at the Landlord Notice Address or to Tenant at the Tenant Notice Address, as applicable, or at any other address of which either party shall notify the other in accordance with this Section 31. Such communications, if sent by registered or certified mail, shall be deemed to have been given three (3) business days after the date of mailing, or if sent by a nationally recognized air courier service, shall be deemed to have been given one (1) business day after the date of deposit of the notice with such service. If any Mortgagee shall notify Tenant that it is the holder of a Mortgage affecting the Premises, no notice, request or demand thereafter sent by Tenant to Landlord shall be effective until a copy of same shall be sent to such Mortgagee in the manner prescribed in this Section 31 at such address as such Mortgagee shall designate.

32. MISCELLANEOUS PROVISIONS.

A. *Benefit and Burden:* The provisions of this Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective successors and permitted assigns.

B. *Governing Law:* This Lease shall be construed and enforced in accordance with the Laws of the jurisdiction in which the Building is located.

C. *No Partnership:* Nothing contained in this Lease shall be deemed to create a partnership or joint venture between Landlord and Tenant, or to create any other relationship between the parties other than that of Landlord and Tenant.

D. *Delegation by Landlord:* Wherever Landlord has the authority to take any action under this Lease, Landlord shall have the right to delegate such authority to others, and Landlord shall be responsible for the authorized actions of such agents, employees and others, to the same extent as if Landlord had taken such action itself.

E. *Tenant Responsibility for Agents:* In any case where Tenant is responsible for performing or refraining from an act or for preventing an action or result from occurring, Tenant shall also be responsible for any actions taken or omitted by Tenant's agents, employees, business invitees, licensees, contractors, subtenants, family members, guests and any other individuals or entities present in the Building or on the Land at Tenant's invitation.

F. *Invalidity of Particular Provisions:* If any provision of this Lease or the application thereof to any person, entity or circumstance shall, to any extent, be held invalid or unenforceable, the remaining provisions and the application of such invalid or unenforceable provisions to persons, entities and circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

G. *Counterparts:* This Lease may be executed in several counterparts, all of which shall constitute one and the same document.

H. *Entire Agreement:* This Lease, and any exhibits and addenda attached hereto, embody the entire agreement of the parties hereto, and no representations, inducements or agreements, oral or otherwise, between the parties not contained in this Lease or in the exhibits or addenda shall be of any force or effect. No rights, privileges, easements or licenses are granted to Tenant hereby, except as expressly set forth herein.

I. *Amendments:* This Lease may not be modified in whole or in part in any manner other than by an agreement in writing.

J. *Mortgagee's Performance:* Tenant shall accept performance of any of Landlord's obligations hereunder by any Mortgagee.

K. Limitation on Interest: In any case where this Lease provides for a rate of interest that is higher than the maximum rate permitted by law, the rate specified herein shall be deemed to equal, and the party designated as recipient of such interest shall be entitled to receive, the maximum rate of interest permitted by law.

L. Remedies Cumulative: All rights and remedies of Landlord shall be cumulative and shall not be exclusive of any other rights or remedies of Landlord hereunder or now or hereafter existing at law or in equity.

M. Annual Financial Statements: Upon written request by Landlord, no more than once in any twelve (12) month period, except in connection with a sale or refinancing of the Building, Tenant shall submit to Landlord a financial statement covering the preceding calendar year, which has been prepared in accordance with income tax accounting principles and which has been certified by Tenant's president, managing member or other chief operating person as being true and correct in all material respects. Landlord shall use reasonable efforts to preserve the confidentiality of the information contained in such statements, subject to usual and customary exceptions thereto,

N. Construction of Lease: There shall be no presumption that this Lease be construed more strictly against the party who itself or through its agent prepared it. Landlord and Tenant hereby agree 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.

O. Time of the Essence: Time is of the essence with respect to each of Tenant's obligations hereunder.

P. Effect of Deletion of Language: 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.

Q. Authority: 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. Landlord represents and warrants that the person executing this Lease on Landlord's behalf is duly authorized to so act; that Landlord 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 Landlord and such person to enter into this Lease has been duly taken.

R. Appointment of Resident Agent: For purposes of §55-218.1 of the Code of Virginia, Landlord appoints as its resident agent Corporation Service Company.

S. Deed of Lease: This Lease, for purposes of applicable law, shall be deemed a deed of lease executed under seal.

T. Qualified Leases: The parties intend that all payments made to Landlord under this Lease will qualify as rents from real property for purposes of Sections 512(b)(3) and 856(d) 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.

U. Termination of Lease: If, in Landlord's reasonable opinion, Tenant's activities or presence in the Premises results in a significant, continuing or repeated threat of physical danger to other tenants and/or users of the Building, whether or not Tenant is capable of controlling such threat, Landlord shall have a right to terminate this lease upon five (5) business days written notice to Tenant. Landlord hereby acknowledges that as of the date of this Lease Tenant and Tenant's use of the Premises do not violate the standard set forth in the preceding sentence.

33. INTENTIONALLY OMITTED

34. PARKING.

A. Use of Parking.

(1) During the Term, Tenant shall have the right to use (on a non-exclusive first-come, first-served basis) the Parking Permits (as defined in Section 1.Q hereinabove) for the unreserved parking of passenger automobiles in the parking areas designated from time to time by Landlord for the use of tenants of the Building (the "Parking Area"). Such Parking Permits shall be provided to Tenant free of charge for the initial Term of this Lease. Landlord reserves the right to institute either a valet parking system or a self-parking system. Tenant and its employees shall observe reasonable precautions in the use of the Parking Area and shall at all times abide by all rules and regulations governing the use of the Parking Area promulgated by Landlord or the Parking Operator. The Parking Area will remain open twenty-four (24) hours per day, 365 days per year. Landlord reserves the right to close the Parking Area during periods of unusually inclement weather or after reasonable notice for repairs. At all times when the Parking Area is closed, monthly permit holders shall be afforded access to the Parking Area by means of a magnetic card or other procedure provided by Landlord or the Parking Operator at its sole cost and expense. Landlord does not assume any responsibility and shall not be held liable for any damage or loss to any automobile or personal property in or about the Parking Area or for any injury sustained by any person in or about the Parking Area. Tenant understands and acknowledges that the Parking Area of the Building may be operated by or leased to a third party ("Parking Operator") pursuant to an agreement with Landlord. As a result, the parties acknowledge that Tenant's parking rights shall be subject to the terms and conditions of Landlord's agreement with the Parking Operator. Landlord reserves the right to modify in any way Landlord deems appropriate the manner in which the Parking Area is accessed during the Term. Tenant shall not use the Parking Area for the overnight storage of vehicles.

(1)

Subject to the limitations imposed thereon from time to time by Landlord and/or the Parking Operator, Tenant's customers and visitors shall have the right to use available spaces in the Parking Area for the purpose of parking their vehicles therein while visiting the Premises.

(2) Landlord's granting of parking rights hereunder does not create a bailment between the parties, it being expressly agreed that the only relationship created between Landlord and Tenant hereby is that of right grantor and right grantee. All motor vehicles (including all contents thereof) shall be in the Parking Area at the sole risk of their owners and Tenant, and Landlord is not responsible for the protection and security of such vehicles. Neither Landlord nor any agent, employee or contractor of Landlord shall have any liability for any property damage or personal injury arising out of or in connection with said motor vehicles, and

Tenant shall indemnify and hold Landlord and any agent, employee or contractor of Landlord harmless from and against all demands, claims, damages, costs, expenses, liabilities, or causes of action arising out of or connected with use of the Parking Area by Tenant or by any of Tenant's employees, agents, invitees, guests, assignees, subtenants, contractors or visitors (collectively, "Tenant's Invitees"), or any acts or omissions arising out of or in connection with said motor vehicles.

(3) In its use of the Parking Area, Tenant will follow all terms of all applicable Rules and Regulations enacted by Landlord with respect to the Complex and/or the Parking Area, and will cause Tenant's Invitees to do the same. Any violation of said applicable Rules and Regulations or failure by Tenant to pay parking fees will constitute a default hereunder. Upon any such default that continues past applicable notice and cure periods, in addition to Landlord's other rights and remedies, Landlord may terminate Tenant's rights to lease parking spaces in the Parking Area in accordance with the terms of Section 34.A.(1). above.

(4) If: (i) all or a portion of the Parking Area is damaged by fire or other casualty or taken by power of eminent domain or purchased in lieu thereof by any governmental authority, (ii) the insurance proceeds payable as a result of a casualty to the Parking Area are applied to a Mortgage, or (iii) there is any material uninsured loss to the Parking Area, Landlord may terminate Tenant's right to lease spaces in the Parking Area in accordance with the terms of subsection (a) above. If Landlord does not so elect to terminate such rights of Tenant pursuant to the foregoing provisions of this Section 34.A.(5), then Landlord will either (a) proceed to restore the Parking Area (and Landlord shall have no obligation to provide any alternative parking while such restoration is being performed), or (b) not restore the Parking Area, but provide Tenant, at Tenant's sole cost and expense, with alternate parking throughout the remainder of the Term (if such alternative parking is reasonably available under the circumstances).

B. No Transfers. Tenant shall not assign, sublet or transfer any Parking Permits without Landlord's prior written consent, except pursuant to an assignment or sublease approved by Landlord. Any attempted assignment, sublet, or transfer, except in connection with an assignment of the Lease or sublet of the Premises, shall be void.

35. SECURITY DEPOSIT.

A. Amount and Uses: Landlord acknowledges receipt from Tenant of the Security Deposit, to be held by Landlord as security for the payment of all Rent payable by Tenant and for the faithful performance by Tenant of all other obligations of Tenant under this Lease. Said Security Deposit shall be repaid to Tenant within ninety (90) days after the later to occur of (i) the termination of this Lease (or any renewal thereof), or (ii) the date on which Tenant has cured all defaults, if any, under this Lease. Landlord shall not be required to maintain the Security Deposit in a separate account. The Security Deposit shall not be mortgaged, assigned, transferred or encumbered by Tenant without the prior written consent of Landlord, and any such act shall be void. Landlord may, at Landlord's option, appropriate and apply the entire Security Deposit, or so much thereof as Landlord believes may be necessary, to compensate Landlord for the payment of any past-due Rent and for loss or damage sustained by Landlord due to any Default. In the event Landlord appropriates or applies the Security Deposit in such a manner, Tenant, within ten (10) days after notice thereof, shall pay to Landlord an amount sufficient to restore the Security Deposit to the original sum deposited. Tenant's failure to restore any such deficiency shall constitute a Default hereunder. In the event of bankruptcy or other debtor-creditor proceedings by or against Tenant, the Security Deposit shall be applied first to the payment of Rent due Landlord for all periods prior to the filing of such proceedings.

B. Transferability: In the event of a sale or transfer of Landlord's interest in the Building or of the interest of any successor or assign of Landlord, Landlord (or such successor or assign) shall transfer the Security Deposit to any vendee or transferee and shall thereupon be released automatically from any liability therefor. Tenant shall look solely to the transferee for the return of the Security Deposit. No Mortgagee or purchaser of any or all of the Building at any foreclosure proceeding shall (regardless of whether the Lease is at the time subordinated to the lien of said Mortgage) be liable to Tenant or any other person for any of the Security Deposit, or any other payment made by Tenant hereunder, unless Landlord has actually delivered said deposit or other such sum to such Mortgagee or purchaser. In the event of any rightful and permitted assignment of Tenant's interest in this Lease, the Security Deposit shall be deemed to be held by Landlord as a deposit made by the assignee, and Landlord shall have no liability to the assignor with respect to the return of the Security Deposit.

36. HAZARDOUS MATERIALS.

A. Definition. As used in this Lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "infectious wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any Laws, including, without limitation, oil, petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons.

B. General Prohibition. Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated, discharged, released, spilled or disposed of on, in under or about the Premises, the Building, or the Land (hereinafter referred to collectively as the "Property") by Tenant or Tenant's Invitees; provided, however, that (i) Tenant shall be permitted to store and use at the Premises such reasonable quantities of customary office supplies as are customarily used, stored and disposed of in compliance with all applicable Laws, and (ii) in no event shall Tenant be liable for Hazardous Materials located in, on, about or adjacent to the Property and the Premises prior to the Lease Commencement Date except to the extent that any condition or circumstance resulting therefrom is exacerbated by Tenant or any of its employees, agents or contractors. Tenant shall indemnify, defend and hold Landlord, Landlord's managing agent and all Mortgagees harmless from and against any and all actions (including, without limitation, remedial or enforcement actions of any kind, administrative or judicial proceedings, and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including without limitation, attorneys', consultants', and experts' fees, court costs and amount paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage, or contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses arising from a breach of this prohibition by Tenant or Tenant's Invitees.

C. Notice. In the event that Hazardous Materials are discovered upon, in, or under the Property, and any governmental agency or entity having jurisdiction over the Property requires the removal of such Hazardous Materials, Tenant shall be responsible for removing those Hazardous Materials arising out of or related to the use or occupancy of the Property by Tenant or Tenant's Invitees but not those of its predecessors. Notwithstanding the foregoing, Tenant shall not take any remedial action in or about the

Property or any portion thereof without first notifying Landlord of Tenant's intention to do so and affording Landlord the opportunity to protect Landlord's interest with respect thereto. Tenant agrees that Landlord shall have the right to manage or perform (or any combination thereof), at Tenant's sole cost and expense, any work required in connection with the inspection, identification, removal or treatment of any such Hazardous Materials, including, but not limited to, the right to interrupt the performance of any initial leasehold improvements or Alterations and to assert control over the procedures and work necessary to accomplish such inspections, identification, removal or other treatment of Hazardous Materials, and Tenant shall reimburse Landlord for all costs incurred by Landlord in connection with the foregoing within ten (10) days following Landlord's written demand to Tenant therefor.

Tenant promptly shall notify Landlord in writing of: (i) any spill, release, discharge or disposal of any Hazardous Material in, on or under the Property or any portion thereof; (ii) any enforcement, cleanup, removal or other governmental or regulatory action instituted, contemplated, or threatened (if Tenant has notice thereof) pursuant to any laws respecting Hazardous Materials; (iii) any claim made or threatened by any person against Tenant or the Property or any portion thereof relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials; and (iv) any reports made to any governmental agency or entity arising out of or in connection with any Hazardous Materials in, on under or about or removed from the Property or any portion thereof, including any complaints, notices, warnings, reports or asserted violations in connection therewith. Tenant also shall supply to Landlord as promptly as possible, and in any event within five (5) business days after Tenant first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises, the Property or Tenant's use or occupancy thereof.

D. Landlord's Obligations. In the event that Landlord receives written notice from a governmental agency of the presence of Hazardous Materials in the Premises or in any of the Common Areas of the Building which are utilized by Tenant in a quantity and of a nature that violates any applicable Laws that were not introduced to the Building, the Land or both of same by or on behalf of Tenant, Landlord shall take such action, if any, as may be required to comply with such laws or governmental regulations; provided, however, that Landlord shall have the right to contest any such notice of violation, in which case Landlord's obligation to cure shall not arise until after the final adjudication of the validity of the violation notice.

E. Survival. The respective rights and obligations of Landlord and Tenant under this Section 36 shall survive the expiration or earlier termination of this Lease.

37. INTENTIONALLY OMITTED.

38. NO RECORDATION.

Tenant shall not record or attempt to record this Lease or any memorandum hereof in any public records without the prior written approval of Landlord, which may be denied in Landlord's sole and absolute discretion. In the event that Landlord grants its approval at Tenant's request to record this Lease or a memorandum hereof, Tenant shall pay all recordation fees, taxes and charges in connection with such recordation.

39. SIGNS.

Landlord will, at Landlord's cost, list Tenant's name in the Building directory, if any, and provide Building standard signage on one suite entry door of the Premises. No other sign, advertisement or notice shall be inscribed, painted, affixed or otherwise displayed on any part of the exterior or interior of the Building (including windows and doors) which is visible from outside the Premises without the prior written approval of Landlord, which may be granted or withheld in Landlord's sole and absolute discretion. If any such item that has not been approved by Landlord is so displayed, then Landlord shall have the right to remove such item at Tenant's expense or 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.

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

WITNESS:

By: _____

WITNESS/ATTEST:

[Corporate Seal]

By: _____

Name: _____

Its: _____

LANDLORD:

JBG/OLD DOMINION OFFICE, L.L.C., a Delaware
limited liability company

By: _____

Name: _____

Its: _____

TENANT:

THE STUDYPRO, LLC, a Virginia limited liability company

By: _____

Name: _____

Its: _____

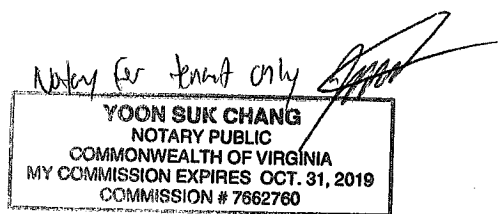


EXHIBIT A

PREMISES PLAN SHOWING LOCATION ON SECOND FLOOR

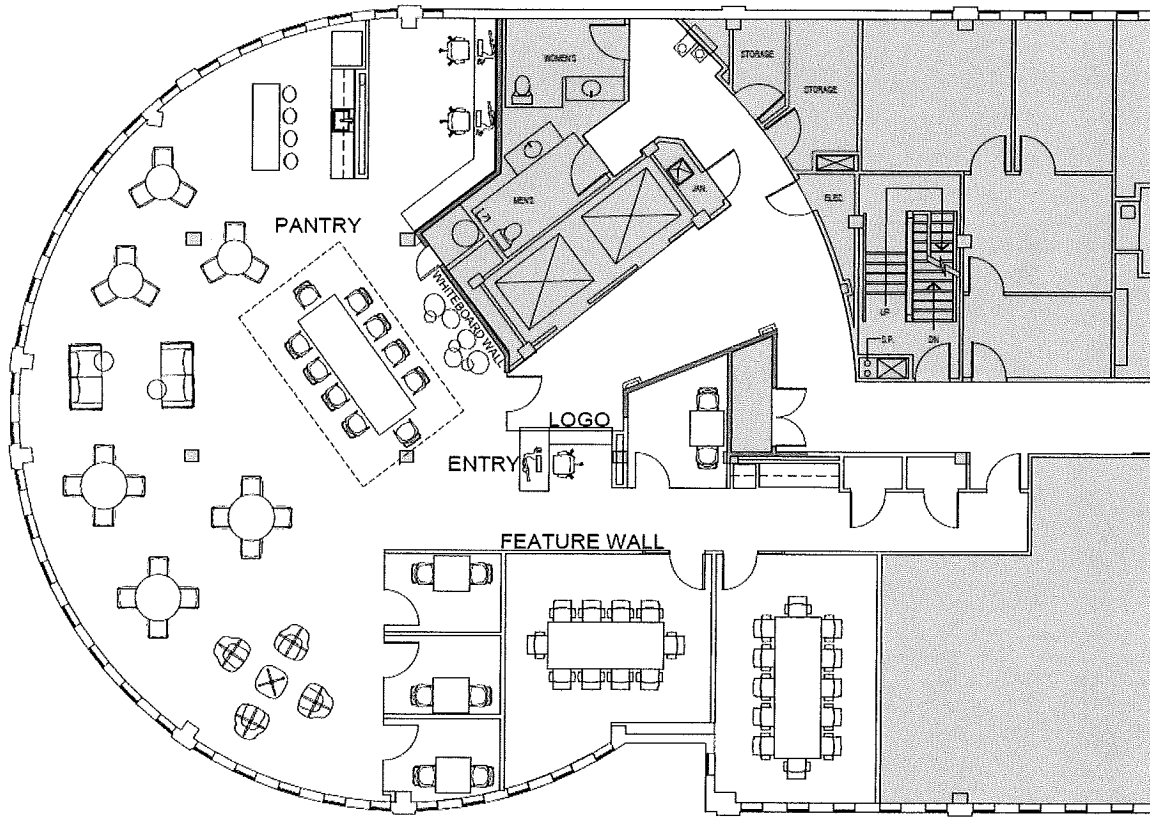


EXHIBIT B

**DECLARATION BY LANDLORD AND TENANT
AS TO DATE OF DELIVERY AND ACCEPTANCE OF
POSSESSION, LEASE COMMENCEMENT DATE, ETC.**

THIS DECLARATION made this ____ day of _____, 2016, is hereby attached to and made a part of the Lease dated the ____ day of _____, 20__ (the "Lease"), entered into by and between JBG/OLD DOMINION OFFICE, L.L.C., a Delaware limited liability company, as Landlord, and The StudyPro, as Tenant. All terms used in this Declaration have the same meaning as they have in the Lease.

(i) Landlord and Tenant do hereby declare that Tenant accepted possession of the Premises on the ____ day of _____, 20__;

(ii) As of the date hereof, the Lease is in full force and effect, and Landlord has fulfilled all of its obligations under the Lease required to be fulfilled by Landlord on or prior to said date;

(iii) The Lease Commencement Date is hereby established to be _____, 20__; and

(iv) The Lease Expiration Date is hereby established to be _____, unless the Lease is sooner terminated pursuant to any provision thereof.

(v)

WITNESS:

LANDLORD:

JBG/OLD DOMINION OFFICE, L.L.C., a Delaware
limited liability company

By: _____

By: _____
Name: _____
Its: _____

WITNESS/ATTEST:

TENANT:

[Corporate Seal]

THE STUDYPRO, LLC, a Virginia limited liability company

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

[NOTE: NOT TO BE EXECUTED AT TIME OF EXECUTION OF LEASE]

EXHIBIT C

WORK AGREEMENT

THIS WORK AGREEMENT is hereby attached to and made part of the Lease dated _____, entered into by and between JBG/OLD DOMINION OFFICE, L.L.C., a Delaware limited liability company, as Landlord, and THE STUDYPRO, LLC, as Tenant (the "Lease"). All terms used in this Work Agreement have the same meaning as they have in the Lease.

1. ARCHITECTURAL DESIGN SERVICES.

Tenant shall provide a space plan and completed, finished and detailed architectural drawings and specifications for all work to be provided by Tenant under Paragraph 4 hereof (the "Architectural Drawings and Specifications"), which Architectural Drawings and Specifications shall be completed at Tenant's sole cost and expense, which shall be payable out of the Tenant Allowance (as hereinafter defined) to the extent that funds are available therefrom for such purpose. Any All such Architectural Plans and Specifications are expressly subject to Landlord's review and written approval, which approval shall not be unreasonably withheld, conditioned or delayed with respect to items that do not affect any of the structural components of the Building or any of the Building's operating systems and are not visible from outside the Premises. Landlord shall provide either its approval of, or written objections to, Tenant's Architectural Drawings and Specifications with a reasonable explanation therefor, not later than ten (10) business days following receipt of same from Tenant.

2. ENGINEERING DESIGN SERVICES.

Tenant, at Tenant's sole cost and expense, which shall be payable out of the Tenant Allowance (as hereinafter defined) to the extent that funds are available therefrom for that purpose, shall provide the design services of a licensed professional engineer, to prepare complete mechanical and electrical plans and specifications, as necessary for Tenant's Work (as hereinafter defined) to be performed pursuant to Paragraph 3 hereof (the "Engineering Plans and Specifications"). Any and all such Engineering Plans and Specifications are expressly subject to Landlord's review and written approval, which approval shall not be unreasonably withheld, conditioned or delayed with respect to items that do not affect any of the structural components of the Building or any of the Building's operating systems and are not visible from outside the Premises. Landlord shall provide either its approval of, or written objections to, Tenant's Architectural Drawings and Specifications with a reasonable explanation therefor, not later than ten (10) business days following receipt of same from Tenant.

3. TENANT'S WORK.

The Architectural Drawings and Specifications and the Engineering Plans and Specifications, as approved by Landlord, shall thereupon collectively constitute the "Tenant's Plans". Tenant shall improve the Premises in accordance with the Tenant's Plans. The work set forth in the Tenant's Plans is hereinafter referred to as "Tenant's Work". From and after the date of Landlord's approval of the Tenant's Plans, any changes to the Tenant's Plans shall not be binding unless approved in writing by both Landlord and Tenant. Landlord's approval of the Tenant's Plans shall constitute approval of Tenant's design concept only and shall in no

event be deemed a representation or warranty by Landlord as to whether the Tenant's Plans comply with any and all legal requirements applicable to the Tenant's Plans and Tenant's Work.

In the performance of Tenant's Work, Tenant shall comply with all applicable Laws. Tenant shall obtain all permits, certificates and other governmental approvals from all governmental entities having jurisdiction thereover which are necessary for the prosecution and completion of Tenant's Work. At Tenant's request, Landlord shall be available to consult with Tenant regarding the permitting process, however Landlord shall have no liability in connection therewith. Tenant's Work shall include, but not be limited to, the cost of all permits and governmental inspections, all architectural and engineering fees, the preparation and delivery to Landlord of a complete set of "as-built" plans showing Tenant's Work, in hard copy and an electronic version thereof which is acceptable to Landlord (the "As-Built Plans") (which As-Built Plans shall be delivered to Landlord not later than the tenth (10th) business day following the substantial completion of Tenant's Work).

Prior to commencing Tenant's Work, Tenant shall provide to Landlord the name and address of each contractor and subcontractor which Tenant intends to employ to perform Tenant's Work, the use of which subcontractors and contractors shall be subject to Landlord's prior written approval, which shall not be unreasonably withheld, conditioned or delayed if (1) the contractor or subcontractor is properly licensed, (2) Landlord has had no prior experience with such contractor or subcontractor which was unsatisfactory to Landlord and (3) Landlord knows of no prior unsatisfactory experience that a third party has had with such contractor or subcontractor. Prior to the commencement of any of Tenant's Work, Tenant shall deliver to Landlord, with respect to each contractor and subcontractor which Tenant intends to employ to perform any of Tenant's Work, a certificate of insurance from each such contractor or subcontractor specifying Landlord as a named additional insured and evidencing that each such contractor or subcontractor has obtained the insurance coverages described in Section 17.B. of the Lease. Said contractors and subcontractors shall also comply with other reasonable industry requirements of Landlord.

Tenant shall pay to Landlord a coordination fee in an amount equal to one percent (1%) of the "hard" cost of Tenant's Work (the "Coordination Fee"), which Coordination Fee shall be deducted from the Tenant Allowance to the extent that funds are available therefrom for such purpose or otherwise paid directly by Tenant to Landlord upon the substantial completion of Tenant's Work. In addition to the Coordination Fee, Tenant shall reimburse Landlord for the cost of any third party consultant fees incurred by Landlord in connection with Tenant's Work and/or its rights or obligations under this Work Agreement.

4. TENANT ALLOWANCE.

Landlord shall make available for the performance of Tenant's Work, and for the other purposes hereinafter specified, an allowance (the "Tenant Allowance") in an amount equal to the product of (i) Twenty-Five Dollars (\$25.00) multiplied by (ii) the number of rentable square feet comprising the Premises. Tenant shall perform Tenant's Work and shall pay directly to its general contractor and other service providers and vendors the cost of performing all improvements shown and contemplated by the Tenant's Plans, including, but not limited to, the cost of all permits and governmental inspections, all architectural and engineering fees, the preparation and delivery to Landlord of the As-Built Plans, as provided in Paragraph 3 of this Work Agreement, and the Coordination Fee, all of which costs shall be payable out of the Tenant Allowance to the extent that the Tenant Allowance is sufficient for that purpose, and any excess amount of which costs shall be paid directly by Tenant. Landlord shall pay the Tenant

Allowance to Tenant, or at Tenant's request, to its general contractor, following Tenant's completion of Tenant's Work and Landlord's receipt from Tenant of (i) invoices reasonably evidencing work or services performed with respect to Tenant's Work (as hereinafter defined), (ii) receipted bills or other evidence that the aforesaid invoices have been paid in full, and (iii) waivers or releases of liens from each of Tenant's contractors, subcontractors and suppliers in connection with the work performed or materials supplied as evidenced by the aforesaid invoices. Any portion of the Tenant Allowance that is not requested by Tenant by the first anniversary of the Lease Commencement Date for the costs for which the Tenant Allowance may be applied shall be deemed waived and forfeited.

5. CHANGES IN TENANT'S WORK

Tenant shall not have the right to order extra work or change orders with respect to the construction of Tenant's Work without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall pay for any and all increases in the actual cost of constructing Tenant's Work occasioned by a change to the Tenant's Plans requested by Tenant.

6. FREIGHT ELEVATORS.

During the performance of Tenant's Work and Tenant's move-in to the Premises, Tenant and its contractors, at no additional charge, shall (i) be granted access to and use of the Building's loading dock and freight elevator, and (ii) have the right to request the assistance of the Building's on-site personnel (including the engineer) during Building Hours, provided that Tenant shall coordinate with Landlord in advance with respect to Tenant's use of the loading dock, the freight elevator and the Building's on-site personnel and such use shall be subject to Landlord's standard operating policies and procedures related thereto. Tenant's final move into the Premises may be completed on the Saturday and Sunday prior to the Lease Commencement Date, at no additional cost to Tenant.

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

WITNESS:

By: 

WITNESS/ATTEST:

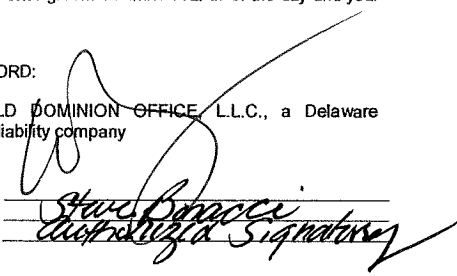
[Corporate Seal]

By: _____

LANDLORD:

JBG/OLD DOMINION OFFICE, L.L.C., a Delaware limited liability company

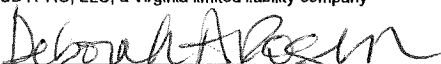
By:
Name:
Its:


Steve Bance
Authorized Signature

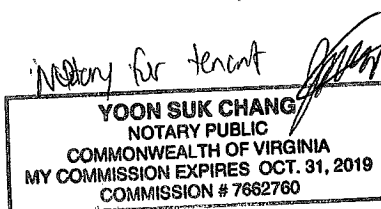
TENANT:

THE STUDYPRO, LLC, a Virginia limited liability company

By:


Deborah A. Rosen

C-3



Name: _____
Its: _____

Name: Deborah Alosen
Its: Manager

YOON SUK CHANG
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES OCT. 31, 2019
COMMISSION # 7662760

EXHIBIT D

RULES AND REGULATIONS

The following rules and regulations have been formulated for the safety and well-being of all the tenants of the Building. Adherence to these rules and regulations by each and every tenant contributes to safe occupancy and quiet enjoyment of the Building. Any violation of these rules and regulations by any tenant which continues after notice from Landlord shall be a Default under such tenant's lease, at the option of Landlord.

Landlord may, upon request by any tenant, waive compliance by such tenant of any of the following rules and regulations, provided that (a) no waiver shall be effective unless signed by Landlord or Landlord's authorized agent, (b) no such waiver shall relieve any tenant from the obligation to comply with such rule or regulation in the future, unless expressly consented to by Landlord, and (c) no such waiver granted to any tenant shall relieve any other tenant from the obligation of complying with said rule or regulation unless such other tenant has received a similar waiver in writing from Landlord.

1. The Common Areas shall not be obstructed or encumbered by any tenant or used for any purposes other than ingress and egress to and from the tenant's premises. No tenant shall permit the visit to its premises of persons in such numbers or under such conditions as to interfere with the use and enjoyment of the Common Areas by other tenants.

2. No awnings or other projections shall be attached to the outside walls of the Building without the prior written consent of Landlord. Except for those in place on the date hereof, no drapes, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of a tenant's premises, without the prior written consent of Landlord. Such awnings, projections, curtains, blinds, screens and other fixtures shall be of a quality, type, design and color acceptable to Landlord and shall be attached in a manner approved by Landlord. Landlord shall provide, at its cost, building standard blinds for the Premises.

3. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any tenant on any part of the outside or inside of the tenant's premises that is visible from outside the Premises or in the Building without the prior written consent of Landlord. In the event of any violation of the foregoing by any tenant, Landlord may remove the same without any liability and may charge the expense incurred by such removal to the tenant or tenants responsible for violating this rule. All interior signs on the doors and directory tablet of the Building shall be inscribed, painted or affixed by Landlord at the expense of each tenant, and shall be of a size, color and style acceptable to Landlord.

4. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the Common Areas without the prior written consent of Landlord.

5. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags or other substances shall be thrown therein. No tenant shall throw anything out of the doors or windows or down any corridors or stairs.

6. There shall be no marking, painting, drilling into or other form of defacing of or damage to any part of a tenant's premises or the Building, except for hanging artwork and pictures typical in an office environment. No boring, cutting or stringing of wires shall be permitted. No tenant shall construct, maintain, use or operate within its premises or elsewhere within or on the outside of the Building, any electrical device, wiring or apparatus in connection with a loud speaker system or other sound system. Upon prior

written approval by Landlord, a tenant may install Muzak or other internal music system within the tenant's premises if the music system cannot be heard outside of the premises.

7. No tenant shall make or permit to be made any disturbing noises or disturb or interfere with the occupants of the Building or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, tape recorder, whistling, singing or any other way.

8. No bicycles, vehicles, animals (other than certified service animals), birds or pets of any kind shall be brought into or kept in or about a tenant's premises or in the Building.

9. No cooking shall be done or permitted by any tenant on its premises, except that, with Landlord's prior written approval (including approval of plans and specifications therefor), a tenant may install and operate for convenience of its employees a lounge or coffee room with a microwave, sink, dishwasher and refrigerator; provided that in so doing the tenant shall comply with all applicable building code requirements and any insurance or other requirements specified by Landlord. No tenant shall cause or permit any unusual or objectionable odors to originate from its premises.

10. No space in or about the Building shall be used for the manufacture, storage, sale or auction of merchandise goods or property of any kind.

11. No tenant shall buy or keep in the Building or its premises any inflammable, combustible or explosive fluid, chemical or substance.

12. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any tenant, nor shall any changes be made in existing locks or the mechanisms thereof without Landlord's consent. Tenant shall provide keys, codes or both of same to Landlord simultaneously with Tenant's installation of any additional locks at the Premises. The doors leading to the corridors or main halls shall be kept closed during business hours except as they may be used for ingress and egress. Each tenant shall, upon the termination of its tenancy, return to Landlord all keys used in connection with its premises, including any keys to the premises, to rooms and offices within the premises, to storage rooms and closets, to cabinets and other built-in furniture, and to toilet rooms, whether or not such keys were furnished by Landlord or procured by the tenant, and in the event of the loss of such keys, such tenant shall pay to Landlord the cost of replacing the locks. On termination of a tenant's lease, the tenant shall disclose to Landlord the combination of all locks for safes, safe cabinets and vault doors, if any, remaining in the premises.

13. All removals, or the carrying in or out of any safes, freight, furniture or bulky matter of any description, must take place in such manner and during such hours as Landlord may reasonably require. Landlord reserves the right (but shall not have the obligation) to inspect all freight brought into the Building and to exclude from the Building all freight which violates any of these rules and regulations or any provision of any tenant's lease.

14. Any person employed by any tenant to do janitorial work within the tenant's premises must obtain Landlord's approval prior to commencing such work, and such person shall comply with all instructions issued by the superintendent of the Building while in the Building. No tenant shall engage or pay any employees on the tenant's premises or in the Building, except those actually working for such tenant on said premises.

15. No tenant shall purchase spring water, ice, coffee, soft drinks, towels or other like merchandise or service from any company or person who has, in Landlord's opinion committed violations of Building regulations or caused a hazard or nuisance to the Building and/or its occupants.

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

17. Landlord reserves the right to exclude from the Building at all times any person who is not known or does not properly identify himself to the Building's management or its agents. Landlord may at its option require all persons admitted to or leaving the Building to register between the hours of 6 p.m. and 8 a.m., Monday through Friday, and all times on Saturdays, Sundays and Holidays. Each tenant shall be responsible for all persons for whom it authorized entry into the Building, and shall be liable to Landlord for all acts of such persons.

18. Each tenant shall use reasonable efforts to ensure that all lights are turned off before closing and leaving its premises at any time.

19. The requirements of tenants will be attended to only upon application at the office of the Building. Building employees have been instructed not to perform any work or do anything outside of their regular duties, except with special instructions from the management of the Building.

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

21. No water cooler, plumbing or electrical fixture shall be installed by tenant without Landlord's prior written consent.

22. No hand trucks, except those equipped with rubber tires and side guards, shall be used to deliver or receive any merchandise in any space or in the Common Areas of the Building, either by tenant or its agents or contractors.

23. Access plates to under floor conduits shall be left exposed. Where carpet is installed, carpet shall be cut around the access plates.

24. Mats, trash and other objects shall not be placed in the public corridors.

25. At least once a year, each tenant at its own expense shall clean all window coverings/blinds installed by Landlord for the use of the tenant and any window coverings/blinds installed by the tenant which are visible from the exterior of the Building.

26. Landlord shall not maintain suite finishes which are non-standard such as kitchens, bathrooms, wallpaper, special lights, etc. However, should the need for repairs arise, Landlord shall arrange for the work to be done at tenant's expense.

27. Landlord's employees are prohibited from receiving articles delivered to the Building and, if any such employee receives any article for any tenant, such employee shall be acting as the agent of such tenant for such purposes.

28. No smoking shall be permitted in any of the Common Areas of the Building, including, but not limited to, near public entrances to the buildings abutting the Parking Area/Garage, or in the tenant's premises. All cigarettes and related trash shall be disposed of in trash receptacles and not on the sidewalk, parking lot or grass.

EXHIBIT E
GUARANTY OF LEASE

THIS GUARANTY OF LEASE (this "**Guaranty**") is made as of _____, 2016, by Deborah Rosen and Mordecai Rosen (individually and collectively, "**Guarantor**"), having an address at _____, to JBG/OLD DOMINION OFFICE, L.L.C., a Delaware limited liability company ("**Landlord**"), having an address at c/o JBG/Commercial Management, L.L.C., 4445 Willard Avenue, Suite 400, Chevy Chase, Maryland 20815 .

WHEREAS, Landlord has agreed to lease to THE STUDYPRO, LLC, a Virginia limited liability company ("**Tenant**"), certain space (the "**Premises**") in the building located at 6849 Old Dominion Drive, McLean, Virginia (the "**Building**"), pursuant to that certain Lease to be executed by and between Landlord and Tenant (the "**Lease**"); and

WHEREAS, Guarantor is materially benefited by the Lease, and the undertaking by Guarantor to execute and deliver this Guaranty is a material inducement to Landlord to enter into the Lease.

NOW, THEREFORE, Guarantor agrees with Landlord as follows:

1. Guarantor guarantees that all sums stated in the Lease to be payable by Tenant shall be promptly paid in full when due in accordance with the Lease and that Tenant shall perform and observe all of its obligations under the Lease. If any such sum or obligation is not timely paid, performed or observed for any reason whatsoever, then Guarantor shall, promptly after notice thereof and prior to the expiration of any applicable grace period granted to Tenant under the Lease, pay or perform the same in full regardless of (a) any defense or right of offset or counterclaim which Tenant or Guarantor may have or assert against Landlord, (b) whether Landlord shall have taken any steps to enforce any rights against Tenant or any other person, (c) termination of the Lease as a result of Tenant's default or any other reason (including Bankruptcy), or (d) any other condition or contingency. Guarantor shall also pay all expenses of collecting any such sum or of otherwise enforcing this Guaranty, including reasonable attorneys' fees. This Guaranty is a guaranty of full performance and payment and not merely collection.

2. This Guaranty is a continuing guaranty and the obligations of Guarantor hereunder are absolute, irrevocable and unconditional. Except to the extent the obligations of Tenant under the Lease are performed in full or to the extent Tenant may be relieved of its obligations by the express terms of the Lease (such as in the event of termination of the Lease due to a casualty or an abatement for the failure of services), there is no circumstance under which Guarantor shall be discharged from any of its obligations under, or have any defense to the enforcement of, this Guaranty. Without limiting the generality of the foregoing, Guarantor's obligations and covenants under this Guaranty shall in no way be affected or impaired by reason of the happening from time to time of any of the following, whether or not Guarantor has been notified thereof or consented thereto: (a) any invalidity, illegality or unenforceability of the Lease, or any termination of the Lease for any reason whatsoever (including a Bankruptcy); (b) any defenses or rights of set-off or counterclaim of Tenant or Guarantor related to the financial condition of Tenant (such as a bankruptcy); (c) Landlord's waiver of the performance or observance by Tenant, Guarantor or any other party of any covenant or condition contained in the Lease or this Guaranty; (d) any extension, in whole or in part, of the time for payment by Tenant or Guarantor of any sums owing or payable under the Lease or this Guaranty, or of any other sums or obligations under or arising out of or on account of the Lease or this Guaranty, or the renewal of the Lease or this Guaranty; (e) any full or partial assignment of the Lease or subletting of

the Premises; (f) any modification or amendment (whether material or otherwise) of any of the obligations of Tenant or Guarantor under the Lease or this Guaranty; (g) the doing or the omission of any act referred to in the Lease or this Guaranty (including the giving of any consent referred to in the Lease or this Guaranty); (h) Landlord's failure or delay to exercise any right or remedy available to Landlord or any action on the part of Landlord granting indulgence or extension in any form whatsoever; (i) the voluntary or involuntary liquidation, dissolution, sale of any or all of the assets, marshaling of assets and liabilities, receivership, conservatorship, insolvency, bankruptcy, assignment for the benefit of creditors, trusteeship, reorganization, arrangement, composition or readjustment of, or other similar proceeding affecting, Tenant or Guarantor or any of Tenant's or Guarantor's assets (a "**Bankruptcy**"); (j) the release of Tenant or Guarantor from the performance or observance of any covenant or condition contained in the Lease or this Guaranty by operation of law related to Tenant's financial condition (such as a bankruptcy); or (k) any other matters whatsoever, whether or not similar to those specifically mentioned herein, other than the full performance of all obligations of Tenant under the Lease. Notwithstanding the foregoing, in the event the Lease is terminated in the event of a casualty, then Guarantor's obligations shall apply to the Lease, as terminated.

3. Guarantor shall notify Landlord in writing whenever Guarantor makes any payment to Landlord on account of the liability of Guarantor under this Guaranty. No such payment by Guarantor pursuant to any provision of this Guaranty shall entitle Guarantor, by subrogation, indemnification or otherwise, to the rights of Landlord, to any payment by Tenant, or to any recovery from any property of Tenant. Guarantor waives any right Guarantor may now or hereafter have against Tenant (and/or any other guarantor of Tenant's obligations under the Lease) with respect to this Guaranty (including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, indemnification or similar right, and any right to participate in any claim, right or remedy of Landlord against Tenant or any security which Landlord now or hereafter has with respect to the Lease), whether such right arises under an express or implied contract, by operation of law, or otherwise. Guarantor shall be deemed not to be a "creditor" [as defined in 11 U.S.C. §101 et seq. (the "Bankruptcy Code")] of Tenant by reason of the existence of this Guaranty in the event that Tenant becomes a debtor in any proceeding under the Bankruptcy Code. Should Landlord repay to Tenant or Guarantor, or be obligated by applicable law to repay to Tenant or Guarantor, any amounts previously paid, then this Guaranty shall be reinstated in the amount Landlord repays or is so obligated to repay.

4. If all or any part of the Lease is rejected, disaffirmed or otherwise avoided pursuant to applicable law affecting creditors' rights, then Guarantor shall, and does hereby (without the necessity of any further agreement or act), assume all obligations and liabilities of Tenant under the Lease to the same extent as if Guarantor were originally named Tenant under the Lease and there had been no such rejection, disaffirmance or avoidance. Guarantor shall upon Landlord's request promptly confirm in writing such assumption.

5. Guarantor waives presentment, notice of dishonor, protest and notice of non-payment, non-performance or non-observance, notice of acceptance of this Guaranty and notice of any obligations or liabilities contracted or incurred by Tenant. To the extent not prohibited by applicable law, Guarantor waives any right Guarantor may now or hereafter have to any hearing prior to the attachment of any real or personal property to satisfy Guarantor's obligations and the benefits of any present or future constitution, statute or rule of law which exempts property from liability for debt.

6. This Guaranty shall be governed by the laws of the jurisdiction in which the Building is located, may not be modified or amended except by a written agreement duly executed by the parties, and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. Any references in this Guaranty to "Tenant" shall include the named Tenant and its trustee in bankruptcy, receiver, conservator, and other successors and assigns.

7. Guarantor's liability under this Guaranty is direct and primary, and not secondary, and shall be joint and several with that of Tenant. Landlord may proceed against Guarantor under this Guaranty without initiating or exhausting any remedy against Tenant, and may proceed against Tenant and Guarantor separately or concurrently. All remedies afforded to Landlord by reason of this Guaranty are separate and cumulative. Guarantor waives any right it may have to require Landlord to institute or prosecute an action against Tenant or any other person before proceeding against Guarantor, including the provisions of Sections 49-25 and 49-26 of the Code of Virginia. If more than one natural person and/or entity shall constitute Guarantor, then the liability of each such person or entity shall be joint and several. If Guarantor 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. Guarantor shall not transfer all or substantially all of its assets or convert into any other type of entity without Landlord's prior written consent.

8. Within ten (10) days after Landlord's written request, Guarantor shall execute and deliver to Landlord a factually accurate written statement certifying any matter concerning this Guaranty or the Lease as Landlord may reasonably request. From time to time upon not less than ten (10) days' prior written notice (but not more than once in any 12-month period except in connection with a sale or refinance of the Building, or in the event a monetary Default exists under the Lease), Guarantor shall submit such information regarding Guarantor's and Tenant's financial condition as Landlord may request which information shall be certified as true, complete and correct by Guarantor.

9. Any notice which Landlord may elect to send shall be binding upon Guarantor if mailed to Guarantor's address set forth above or to the last address known to Landlord, by United States certified or registered mail, return receipt requested, or by Federal Express or other overnight courier.

10. GUARANTOR AND LANDLORD EACH HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING AT LAW, IN EQUITY OR OTHERWISE, BROUGHT ON, UNDER OR BY VIRTUE OF THIS GUARANTY. GUARANTOR WAIVES ANY OBJECTION TO THE VENUE OF ANY ACTION FILED IN ANY COURT IN THE JURISDICTION IN WHICH THE PREMISES ARE LOCATED AND WAIVES ANY RIGHT UNDER THE DOCTRINE OF FORUM NON CONVENIENS OR OTHERWISE TO TRANSFER ANY SUCH ACTION TO ANY OTHER COURT.

11. Guarantor hereby consents to the exercise of personal jurisdiction over Guarantor by any federal or local court in the jurisdiction in which the Building is located. Service shall be effected by any means permitted by the court in which any action is filed, or, at Landlord's option, by mailing process, postage prepaid, by certified mail, return receipt requested, either to Guarantor's agent at the foregoing address or to Guarantor at Guarantor's address set forth on the first page of this Guaranty. Service shall be deemed effective upon receipt. Guarantor shall designate a change of address or agent by written notice given by certified mail, return receipt requested, at least ten (10) days before such change is to become effective.

12. Guarantor represents and warrants that Landlord's execution of the Lease is a material and direct economic benefit to Guarantor and constitutes good, valuable and sufficient consideration for Guarantor's execution of this Guaranty, notwithstanding any future rejection or other termination of all or any part of the Lease. Guarantor represents and warrants that all financial statements and information regarding Guarantor that have been or will be delivered to Landlord are true, correct and complete. Each individual signing this Guaranty warrants and represents that he or she is duly authorized to execute and deliver this Guaranty, and that, if Guarantor is a corporation, Guarantor is a duly organized corporation in good standing under the laws of the state of its incorporation, is qualified to do business and is in good standing in the jurisdiction in which the Building is located, and has the power and authority to enter into this Guaranty, and that all corporate action requisite to authorize Guarantor to enter into this Guaranty has been duly taken.

13. Notwithstanding the foregoing, provided no Default (as defined in the Lease) has occurred during the first three (3) Lease Years of the Term, Guarantor's maximum payment liability under the Guaranty (the "Maximum Guaranty Amount") for the period from and after such three year period shall be limited to an amount equal to one year's Rent in effect as of the date of any Default for which Landlord desires to enforce its rights under this Guaranty. Notwithstanding anything herein to the contrary, all references to the Maximum Guaranty Amount shall be increased by all costs and expenses incurred by Landlord in enforcing any of its rights and remedies under the Lease and/or under the Guaranty (including, but not limited to, reasonable attorneys' fees).

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed under seal as of the date first above written.

WITNESS:

GUARANTOR:

Deborah Rosen

Address: _____

Social Security Number: _____

WITNESS:

GUARANTOR:

Mordecai Rosen

Address: _____

Social Security Number: _____

_____) ss:
_____)

I, _____, a notary public in and for the above jurisdiction, do certify that
_____, whose name is signed to the writing above bearing the date
_____, has acknowledged the same before me in the jurisdiction aforesaid.

Given under my hand this ____ day of _____, ____.

Notary Public

My Commission Expires:

_____) ss:
_____)

I, _____, a notary public in and for the above jurisdiction, do certify that
_____, whose name is signed to the writing above bearing the date
_____, has acknowledged the same before me in the jurisdiction aforesaid.

Given under my hand this ____ day of _____, ____.

Notary Public

My Commission Expires:

EXHIBIT F
CLEANING SPECIFICATIONS

LAVATORIES:

Lavatories - Daily:

Wash:

1. Shelves
2. Brightwork (Handles, Piping, Hinges)
3. Sinks
4. Urinals
5. Toilets
6. Floors
7. Tile Walls - Spot Clean
8. Partitions and Legs
9. Vents
10. Receptacles
11. Mirrors

Stock with supplies furnished by contractor:

1. Handsoap
2. Towels
3. Tissue
4. Sanitary Napkins
5. Seat Covers

Polish to remove water spots:

6. Brightwork
7. Mirrors
8. Shelves
9. Partitions

LAVATORIES - SPECIAL INSTRUCTIONS

Tile Floors

Tile floors will be mopped daily using a germicidal detergent. Any stained areas will be machine scrubbed daily as required to maintain a uniform appearance. Floors will be stripped and waxed as needed, but at least every other month.

Tile Walls

Tile walls will be spot cleaned with disinfectant. Walls will be completely cleaned as needed, but at least monthly.

Partitions

Partitions will be entirely wiped clean daily. Supporting legs will be cleaned as needed, but at least monthly.

Trash Receptacles

Trash will be removed daily. Plastic liners will be provided and changed daily in all types of receptacles.

Hand Soap Dispensers

Hand soap dispensers will be checked daily for adequate supply levels and will be filled as necessary.

Paper Supplies

All paper dispensers will be filled completely each night. In some areas, it may be necessary to place extra rolls of wrapped paper so that no shortages occur.

High Dusting

All high fixtures and lights will be dusted as needed.

Carpeted Floors

All carpeted bathroom areas will be vacuumed daily and shampooed as needed, but at least quarterly.

OFFICES, HALLWAYS, AND PUBLIC AREAS:

Waste Baskets - Daily

Waste baskets to be emptied daily. Plastic liners to be provided to tenant waste baskets and changed as needed. Only remove trash in waste can or clearly marked "trash".

Ashtrays - Daily

Ashtrays to be emptied and wiped clean daily. Sand levels will be maintained in cigarette urns.

Dusting - Daily

All furniture and flat surfaces will be dusted daily with a treated cloth. Desks and tables not cleared of paper and work materials will only be dusted where desk is exposed. Papers are not to be moved. Telephones, glass desk tops and tables will be damp wiped.

Spot Cleaning - Daily

All hand prints and spots will be removed from doors and light switches. Woodwork and interior glass will be spot cleaned as needed.

Vacuuming - Daily/Weekly

All rugs and carpets will be vacuumed daily in all traffic areas. Hard-to-reach spots, such as corners, under desks and chairs, behind plants, etc., shall be vacuumed weekly with accessory tools, with light furniture moved to accomplish cleaning.

Carpet Spot Cleaning - Daily

An effort will be made to remove carpet spots and stains.

Tile Floors - Daily

All tile floors will be dusted daily and mopped as needed, but at least weekly. Extreme care shall be exercised in all mopping so as to avoid splashing walls, furniture, or carpet. All tile floors will be buffed as required to maintain a lustrous finish.

Water Coolers - Daily

Water coolers shall be cleaned and polished.

Main Lobby and Corridor Floors

Mop floors daily and buff as required to maintain a lustrous finish.

Elevators - Daily

Interior surfaces and all doors, including elevator tracks, to be spot cleaned for fingerprints.

Entrance Door Glass - Daily

All entrance door glass shall be spot cleaned.

Stairways and Landings - Weekly

Spot cleaning of walls and doors will be done weekly. Handrails, ledges, fire points, and miscellaneous hardware will be cleaned weekly. Day porter will be responsible for sweeping and mopping stairwells and landings weekly.

Elevators - Monthly

Carpets will be shampooed as needed.

Glass Partitions and Doors - Monthly

All glass partitions and doors will be cleaned with ammonia using a squeegee, clean rag, or paper towels.

Air Conditioning Grills - Monthly

All areas around air conditioning and return air grills will be cleaned once each month or more often, if necessary. Care will be taken so as to prevent dirt from falling on floor or other surfaces.

Tile Floors - Monthly

Machine stripping and/or scrubbing shall be accomplished as needed to remove dirt-embedded finishes, stains, spillage and wax buildup. New wax and sealer, if required, will then be applied.

Venetian Blinds - Monthly

All venetian blinds will be dusted and/or damp wiped as needed.

Entrance Mats - Monthly

Entrance mats will be shampooed as needed.

High Dusting - Quarterly

Pipes, ledges, ceilings, sprinklers, moldings, picture frames, etc., will be dusted every three months or more frequently if necessary.

Lavatories - Quarterly

Strip and wax tile floors completely.

Carpet "Shampooing" - Annually

All carpeted public areas to be "shampooed".

Special Floor Coverings - As Necessary

Parquet, quarry, ceramic, raised computer floors, and other special floor coverings will be treated with appropriate methods and materials.

Walls, Woodwork and Partitions - As Necessary

All walls and ceilings will be brushed down as necessary with approved wall duster or a vacuum cleaner.

Window Washing – Not less than 3 times per year, with at least one to include interior glass.

PANTRY/KITCHEN AREAS:

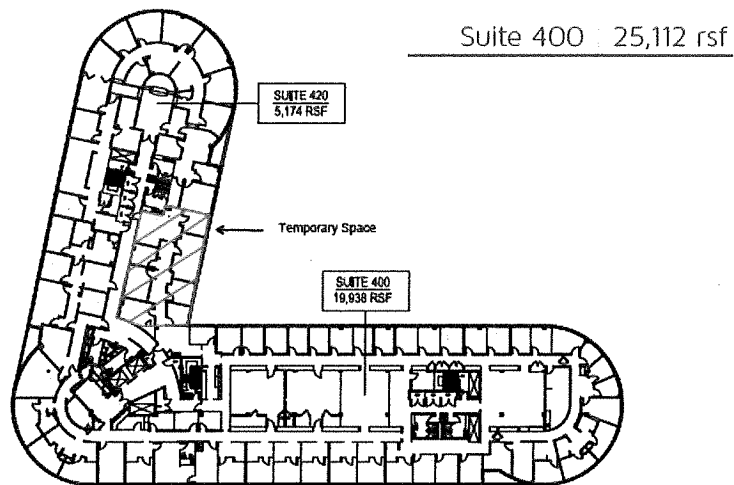
Wipe clean counter tops and table tops - Daily.

Dust/damp mop tile flooring (daily) and buff (as required).

Empty and wipe clean trash receptacles with disinfectant/germicide, and r

EXHIBIT G
DIAGRAM OF SWING SPACE

6849 Old Dominion Drive



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