

**LEASE**

**by and between**

**PRIII SUNSET HILLS VIRGINIA LLC,  
a Delaware limited liability company**

**(“Landlord”)**

**and**

**EJJ HOLDINGS LLC,  
DBA CELEBREE SCHOOL OF RESTON**

**(“Tenant”)**

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

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## **LEASE**

THIS LEASE (“Lease”) is made between **PRIII SUNSET HILLS VIRGINIA LLC**, a Delaware limited liability company (“Landlord”), and **EJJ HOLDINGS LLC**, a Virginia limited liability company doing business as Celebree School of Reston (“Tenant”).

### **LEASE OF PREMISES**

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to all of the terms and conditions set forth herein, those certain premises (the “Premises”) described in Item 3 of the Basic Lease Provisions and as shown in the drawing attached hereto as **Exhibit A-1**. Tenant shall also have the exclusive right to use that certain area shown on **Exhibit A-2** as the “Outdoor Area,” subject to Tenant’s compliance with all Laws (as defined below) applicable thereto and the provisions of **Exhibit K** attached hereto. The Outdoor Area square footage, which is subject to adjustment pursuant to Paragraph 18(a) hereof, shall not be included into any calculation of Basic Annual Rent or Additional Rent. The Premises are located in the Building described in Item 2 of the Basic Lease Provisions. The Building is located on that certain land (the “Land”), which is a part of a larger tract of land owned by Landlord, all of which is improved with landscaping, parking facilities and other improvements, fixtures and common areas and appurtenances now or hereafter placed, constructed or erected on the Land (sometimes referred to herein as the “Project”).

### **BASIC LEASE PROVISIONS**

- |    |                                       |   |
|----|---------------------------------------|---|
| 1. | <b>Tenant:</b>                        | EJJ Holdings LLC, a Virginia limited liability company, doing business as Celebree School of Reston (“ <u>Tenant</u> ”) |
| 2. | <b>Building:</b>                      | 11109 Sunset Hills Road<br>Reston, Virginia 20190   |
| 3. | <b>Description of Premises:</b>       | Suite 150   |
|    | <b>Rentable Area of the Premises:</b> | Approximately 13,544 square feet of Rentable Area   |
|    | <b>Rentable Area of the Building:</b> | 41,163 square feet of Rentable Area   |
| 4. | <b>Tenant’s Proportionate Share:</b>  | 32.90% (13,544 rsf / 41,163 rsf) (See <u>Paragraph 3</u> )  |
| 5. | <b>Basic Annual Rent:</b>             | (See <u>Paragraph 2</u> )   |

<b>Period</b>	<b>Basic Rental Rate per Square Foot of Rentable Area</b>	<b>Annual Amount</b>	<b>Monthly Installment</b>
*Months 1 - 12, inclusive	\$13.75	\$186,230.00	\$15,519.17
Months 13 - 24, inclusive	\$14.13	\$191,351.33	\$15,945.94
Months 25 - 36, inclusive	\$14.52	\$196,613.49	\$16,384.46
Months 37 - 48, inclusive	\$14.92	\$202,020.36	\$16,835.03
Months 49 - 60, inclusive	\$15.33	\$207,575.92	\$17,297.99
Months 61 - 72, inclusive	\$15.75	\$213,284.25	\$17,773.69
Months 73 - 84, inclusive	\$16.18	\$219,149.57	\$18,262.46
Months 85 - 96, inclusive	\$16.63	\$225,176.19	\$18,764.68
Months 97 - 108, inclusive	\$17.08	\$231,368.53	\$19,280.71
Months 109 - 120, inclusive	\$17.55	\$237,731.16	\$19,810.93
Months 121 - 132	\$18.04	\$244,268.77	\$20,355.73

\*Each reference to a month in the table above shall refer to a full calendar month (*e.g.*, January 1<sup>st</sup> through January 31<sup>st</sup>, February 1<sup>st</sup> through February 29<sup>th</sup>, etc.) following the Commencement Date. If the Commencement Date occurs on any day other than the first (1<sup>st</sup>) day of a calendar month (*e.g.*, January 1<sup>st</sup>, February 1<sup>st</sup>, etc.), then the first “month” following the Commencement Date shall be deemed to include, for the sole purposes of the payment of Basic Annual Rent pursuant to the table above, both (i) the partial calendar month period immediately following the Commencement Date (the installment of Basic Annual Rent for which shall be the monthly installment amount for Month 1 set forth in the table above, prorated based upon the number of days in such partial calendar month) and (ii) the immediately succeeding full calendar month (the installment of Basic Annual Rent amount for which shall be the full monthly installment amount for Month 1 as set forth in the table above), such that the second (2<sup>nd</sup>) “month” following the Commencement Date shall commence on the first (1<sup>st</sup>) day of the second (2<sup>nd</sup>) full calendar month following the Commencement Date.

Notwithstanding the foregoing, the monthly payment of Basic Annual Rent attributable to the Premises shall be abated (i) with respect to the entire Premises for Month 1 through 12 of the Initial Term, and (ii) with respect to 3,544 square feet of Rentable Area for Month 13 through 24 of the Initial Term (such period, the “Abatement Period,” and the total such abated amount equal to \$236,300.08 hereinafter, the “Abated Amount”); provided, however that if at any time during the Lease Term (including any extensions or renewals thereof), Tenant fails to cure a default within the applicable cure period under this Lease, then the abatement provided herein shall immediately become null and void and such Abated Amount shall immediately become due and payable to Landlord. The abatement of Basic Annual Rent during the respective months provided in this paragraph shall not relieve Tenant from the performance of Tenant’s other obligations under this Lease during such months, including, without limitation, the obligation to pay on a timely basis all Additional Rent pursuant to Paragraph 3 and the electricity charges pursuant to Paragraph 7 of this Lease, which shall become due and payable during such months in accordance with the remaining terms of this Lease. Notwithstanding anything herein to the contrary, if the Commencement Date occurs on any day other than the first (1<sup>st</sup>) day of a calendar month, and the partial month occurring immediately after the Commencement Date is included within Month 1 of the Abatement Period in accordance with the paragraph immediately above, then the equivalent number of days that are in the partial month shall be excluded from the last month of the Abatement Period for the purpose of calculating the Abated Amount and arriving at the total Abated Amount of \$236,300.08, as provided in this paragraph above.

6. **Installment Payable Upon Execution:** \$15,519.17 (See Paragraph 2(b))
7. **Security Deposit Payable Upon Execution:** \$91,115.00 (See Paragraph 2(c))
8. **[Intentionally Omitted]**
9. **Initial Term:** One hundred thirty-two (132) full calendar months, plus, if the Commencement Date is a day other than the first day of a calendar month, the partial month in which the Commencement Date occurs (See Paragraph 1)
10. **[Intentionally Omitted]**
11. **[Intentionally Omitted]**
12. **Broker(s)** (See Paragraph 19(k)):
- Landlord's Broker:** G&E Real Estate Inc. d/b/a Newmark Grubb Knight Frank
- Tenant's Broker:** Colliers International DC LLC
13. **Number of Parking Spaces:** Two and one-half (2.5) unreserved parking spaces per one thousand (1,000) square feet of Rentable Area in the Premises (less the Dedicated Spaces and the number of parking spaces located within the boundaries of the Outdoor Area), at no charge to Tenant throughout the duration of the Lease Term. (See Paragraph 18)
14. **Addresses for Notices:**
- |   |   |
|---|---|
| <p><b>To: <u>TENANT:</u></b></p> <p><b>Prior to occupancy of the Premises:</b></p> <p>Celebree School of Reston<br/>7708 Asterella Court<br/>Springfield, Virginia 22152<br/>Attn: Edward and Josephine Johnson</p> <p><b>For notices of default, copy:</b></p> <p>Celebree Enterprises LLC<br/>1306 Bellona Avenue<br/>Lutherville, MD 21093<br/>Attn: Chief Executive Officer</p> | <p><b>To: <u>LANDLORD:</u></b></p> <p>PRIII Sunset Hills Virginia LLC<br/>c/o Penzance Management, LLC<br/>1680 Wisconsin Avenue, Suite 300<br/>Washington, DC 20007<br/>Attn: Property Manager</p> |
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**After occupancy of the Premises:**

Celebree School of Reston  
11109 Sunset Hills Road, Suite 150  
Reston, Virginia 20190  
Attn: Edward and Josephine Johnson

**For notices of default, copy:**

Celebree Enterprises LLC  
1306 Bellona Avenue  
Lutherville, MD 21093  
Attn: Chief Executive Officer

**With a copy to:**

PRIII Sunset Hills Virginia LLC  
c/o PGIM Real Estate  
7 Giralda Farms  
Madison, NJ 07940  
Attention: PRISA III Asset Manager

And

PRIII Sunset Hills Virginia LLC  
c/o PGIM Real Estate  
7 Giralda Farms  
Madison, NJ 07940  
Attention: Legal

And

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

**15. Place of Payment:**

All payments payable under this Lease shall be sent to Landlord at the below address (or to such other address that Landlord may later designate in writing):

For Regular/First Class Mail:  
PRIII Sunset Hills Virginia LLC  
P.O. Box 821344  
Philadelphia, PA 19182-1344

For Overnight/Courier Mail:  
PRIII Sunset Hills Virginia LLC  
Lockbox # 821344  
525 Fellowship Road, Suite 330  
Mt. Laurel, NJ 08054-3415

**16. Guarantor:**

Collectively, (i) Franchisor and (ii) Edward and Josephine Johnson (the "Individual Guarantors").

**17. Date of this Lease:**

The date executed by Landlord on the signature page of this Lease.

**18. Landlord's Construction Allowance:**

An amount equal to (but not to exceed) \$1,083,520, based on \$80.00 per Rentable Area of the Premises. (See Exhibit B)

**19. The "State" is:**

The Commonwealth of Virginia.

20. **Franchisor:** Celebree Enterprises LLC  
1306 Bellona Avenue  
Lutherville, Maryland 21093  
Attn: Chief Executive Officer
21. **Initial Estimated Operating Costs:** As of the Date of this Lease, \$8.35 per square foot .
22. **Initial Estimated Real Estate Taxes:** As of the Date of this Lease, \$2.54 per square foot .

This Lease consists of the foregoing introductory paragraphs and Basic Lease Provisions, the provisions of the Standard Lease Provisions (the “Standard Lease Provisions”) (consisting of Paragraphs 1 through Paragraph 19 which follow) and Exhibits A-1 through Exhibit A-2 and Exhibits B through Exhibit L, all of which are incorporated herein by this reference. In the event of any conflict between the provisions of the Basic Lease Provisions and the provisions of the Standard Lease Provisions, the Standard Lease Provisions shall control.

## STANDARD LEASE PROVISIONS

### 1. **TERM**

(a) The Initial Term of this Lease and the Rent (defined below) shall commence on the earlier of i) the date that Tenant commences business operations from the Premises, or (ii) the date that is forty-five (45) days after the HVAC Work Completion Date as provided in Paragraph 1(c) below (the “Commencement Date”) and the Initial Term shall end on the last day of the one hundred thirty-second (132<sup>nd</sup>) full calendar month after the Commencement Date (the “Termination Date”). Unless earlier terminated in accordance with the provisions hereof, the Initial Term of this Lease shall be the period shown in Item 9 of the Basic Lease Provisions. As used herein, “Lease Term” shall mean the Initial Term referred to in Item 9 of the Basic Lease Provisions, together with any extension of the Lease Term hereof exercised or entered in accordance with the terms and conditions expressly set forth herein. This Lease shall be a binding contractual obligation effective upon execution hereof by Landlord and Tenant, notwithstanding the later commencement of the Initial Term of this Lease. The terms “Tenant Improvements” and “Substantial Completion” or “Substantially Completed” are defined in the attached **Exhibit B** Work Letter. “Tenant Delays” consist of those delays defined in **Exhibit B**.

(b) The parties acknowledge that the elimination of parking spaces in order to accommodate the Outdoor Area will require that Tenant obtain approval from Fairfax County for either (i) a minor site plan amendment (the “Site Plan Amendment”), or (ii) a parking redesignation plan (the “Redesignation Plan”). Tenant shall work with its civil engineer to determine whether a Site Plan Amendment or a Redesignation Plan (either, the “Parking Approval”) is required. As used herein, the “Parking Approval Contingency Period” shall mean the earlier of (A) the date that the Parking Approval is received, and (B) either (1) one hundred eighty (180) days if a Site Plan Amendment is required, or (2) ninety (90) days if a Redesignation Plan is required. During the Parking Approval Contingency Period, Tenant shall diligently pursue procurement of the Parking Approval. Tenant shall have the right to extend the Parking Approval Contingency Period for up to two (2) additional periods of thirty (30) days each if, as a result of Force Majeure (as hereinafter defined), Tenant has been unable to procure the Parking Approval by the expiration of then current Parking Approval Contingency Period. If Tenant has not obtained the Parking Approval by the expiration of the Parking Approval Contingency Period (as the same may have been extended), Tenant may terminate this Lease effective as of the expiration of the Parking Approval Contingency Period by delivering written notice to Landlord on or before the expiration of the Parking Approval Contingency Period. Notwithstanding the foregoing, upon receipt of such termination notice from Tenant, Landlord shall have the right, at Landlord’s sole option, to further extend the Parking Approval Contingency Period for up to thirty (30) days in order to actively assist Tenant in procuring the Parking Approval, and if Landlord is successful in procuring the Parking Approval, Tenant’s termination notice will be void and of no force or effect. The Premises will be delivered to Tenant on the date that either Landlord or Tenant obtains the Parking Approval.

(c) Landlord, at Landlord’s sole cost and expense, shall install new HVAC equipment in the Building as described on **Exhibit B-1** attached hereto (the “HVAC Work”). Landlord shall commence construction of the HVAC Work within ten (10) days following Landlord’s receipt of any necessary permits. Tenant acknowledges that Landlord cannot commence construction of the new HVAC equipment until Tenant’s architect has prepared a bid set of documents for Tenant’s mechanical design (“Mechanical Design Documents”), which Mechanical Design Documents shall be developed in conjunction with Landlord. Landlord shall diligently pursue completion of construction of the HVAC Work and use its commercially reasonable efforts to substantially complete construction of the HVAC Work as soon as reasonably practicable. The date on which the HVAC Work is substantially completed is referred to herein as the “HVAC Work Completion”.

Date". Notwithstanding anything in this Lease to the contrary, (i) in the event the HVAC Work Completion Date has not occurred within two hundred and forty (240) days after the date on which Tenant has delivered the Mechanical Design Documents to Landlord (the "Outside Date"), then, if, and only to the extent that, such delay in the HVAC Work Completion Date is not attributable to Tenant Delay or Force Majeure (as hereinafter defined), Tenant shall receive a credit against Tenant's obligations for Basic Rent due and payable hereunder equal to one (1) day of Basic Rent for each day after the Outside Date during which the HVAC Work Completion Date has not yet so occurred due to Landlord's failure to substantially complete the HVAC Work, and (ii) in the event the HVAC Work Completion Date has not occurred within sixty (60) days after the Outside Date (the "Termination Date"), then, if, and only to the extent that, such delay in the HVAC Work Completion Date is not attributable to Tenant Delay or Force Majeure (as hereinafter defined), Tenant shall have the right to terminate this Lease by delivering written notice to Landlord within ten (10) days of such Termination Date. If Tenant fails to timely deliver such notice, Tenant shall be deemed to have waived its right to terminate this Lease under this Paragraph 1(c). The foregoing abatement and termination right shall be Tenant's sole and exclusive remedy in connection with any delay in the HVAC Work Completion Date hereunder. Notwithstanding anything to the contrary contained herein, Tenant acknowledges that Landlord shall not be obligated to commence the HVAC Work until either Tenant or Landlord has obtained the Parking Approval, or Tenant has waived the right to terminate this Lease pursuant to Section 1(b) above.

(d) Landlord shall have the right to prepare and deliver to Tenant, a Tenant Commencement Certificate in the form of **Exhibit F** attached hereto (the "Certificate") which Tenant shall acknowledge by executing a copy and returning it to Landlord. If Tenant fails to sign and return the Certificate to Landlord within ten (10) business days of its receipt from Landlord, the Certificate as sent by Landlord shall be deemed to have correctly set forth the Commencement Date and the other matters addressed in the Certificate. Failure of Landlord to send the Certificate shall have no effect on the Commencement Date. If Landlord delivers a Certificate, Tenant's failure to sign the Certificate shall have no impact whatsoever on the commencement of Tenant's obligation to pay Rent or on the Termination Date of the Lease or on the rights and obligations of the parties hereto.

## 2. **BASIC ANNUAL RENT AND SECURITY DEPOSIT**

(a) Tenant agrees to pay during each partial or whole calendar month of the Lease Term as Basic Annual Rent ("Basic Annual Rent") for the Premises the sums shown for such periods in Item 5 of the Basic Lease Provisions.

(b) Except as expressly provided to the contrary herein, Basic Annual Rent shall be payable in consecutive monthly installments, in advance, without demand, deduction or offset, commencing on the Commencement Date and continuing on the first day of each calendar month thereafter until the expiration of the Lease Term. The first full monthly installment of Basic Annual Rent (as set forth in Item 6 of the Basic Lease Provisions) shall be payable within five (5) days of Tenant's execution of this Lease. The obligation of Tenant to pay Rent and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations. If the Commencement Date is a day other than the first day of a calendar month, or the Lease Term expires on a day other than the last day of a calendar month, then the Rent for such partial month shall be calculated on a per diem basis. In the event Landlord delivers possession of the Premises to Tenant prior to the Commencement Date, Tenant agrees it shall be bound by and subject to all terms, covenants, conditions and obligations of this Lease during the period between the date possession is delivered and the Commencement Date, other than the payment of Basic Annual Rent, in the same manner as if delivery had occurred on the Commencement Date.



(c) Simultaneously with the execution of this Lease, Tenant has paid or will pay Landlord the security deposit (the "Security Deposit") set forth in Item 7 of the Basic Lease Provisions as security for the performance of the provisions hereof by Tenant. Landlord shall not be required to keep the Security Deposit separate from its general funds and Tenant shall not be entitled to interest thereon. If Tenant defaults with respect to any provision of this Lease, including, without limitation, the provisions relating to the payment of Rent or the cleaning of the Premises upon the termination of this Lease, or amounts which Landlord may be entitled to recover pursuant to the terms hereof, Landlord may, but shall not be required to, use, apply or retain all or any part of the Security Deposit (i) for the payment of any Rent or any other sum in default, (ii) for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default hereunder, or (iii) to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default hereunder, including, without limitation, costs and reasonable attorneys' fees incurred by Landlord to recover possession of the Premises following a default by Tenant hereunder. If any portion of the Security Deposit is so used or applied, Tenant shall, upon demand therefor, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to the appropriate amount, as determined hereunder. If Tenant shall fully perform every provision of this Lease to be performed by it (including compliance with Paragraph 5(c) concerning the surrender condition of the Premises), the Security Deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within thirty (30) days following the expiration of the Lease Term; provided, however, that Landlord may retain the Security Deposit until such time as any amount due from Tenant in accordance with Paragraph 3 below has been determined and paid to Landlord in full. Tenant hereby waives all provisions of law, now or hereafter in force, which provide that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by Tenant or to clean the Premises, it being agreed that Landlord may, in addition, claim those sums reasonably necessary to compensate Landlord for any other loss or damage, foreseeable or unforeseeable, caused by the act or omission of Tenant or any Tenant Parties (as defined in Paragraph 6(g)(i) below).

(d) Notwithstanding the foregoing Paragraph 2(c), the Security Deposit may be deposited with Landlord in the form of a letter of credit (the "Letter of Credit") in lieu of cash. The Letter of Credit shall: (i) be in the amount set forth in Item 7 of the Basic Lease Provisions; (ii) be in form and substance satisfactory to Landlord; (iii) name Landlord as its beneficiary; (iv) be drawn on an FDIC insured financial institution satisfactory to the Landlord; (v) expressly allow Landlord to draw upon it: (A) in the event that the Tenant is in default under the Lease by delivering to the issuer of the Letter of Credit written notice that Landlord is entitled to draw thereunder pursuant to the terms of this Lease; or (B) if Tenant, within sixty (60) days prior to expiration of the Letter of Credit then held by Landlord, fails to provide Landlord with a replacement Letter of Credit meeting the requirements herein; (vi) expressly state that it will be honored by the issuer without inquiry into the accuracy of any such notice or statement made by Landlord; (vii) expressly permit multiple or partial draws up to the stated amount of the Letter of Credit; and (viii) expressly provide that it is transferable to any successor of Landlord at no cost to Landlord or such successor. The Letter of Credit shall provide that it shall be deemed automatically renewed, without amendment, for consecutive periods of one year each thereafter during the term of the Lease unless the issuer of the Letter of Credit sends a notice (the "Non-Renewal Notice") to Landlord by certified mail, return receipt requested, not less than sixty (60) days preceding the then expiration date of the Letter of Credit stating that the issuer has elected not to renew the Letter of Credit. If Tenant shall fail to provide Landlord with either a replacement letter of credit meeting all requirements of this Paragraph 2(d) within thirty (30) days after Landlord's receipt of the Non-Renewal Notice, Landlord shall have the right to draw the full amount of the Letter of Credit, and shall thereafter hold or apply the cash proceeds of the Letter of Credit pursuant to the terms of Paragraph 2(c)

above. The Letter of Credit (and any renewals or replacements thereof) shall be for a term of not less than one (1) year.

(e) The parties agree that for all purposes hereunder the Premises and the Building shall be stipulated to contain the number of square feet of Rentable Area described in Item 3 of the Basic Lease Provisions, based upon the Standard Method for Measuring Floor Area in Office Buildings (ANSI/BOMA Z65.1, 2017). Tenant has inspected the Premises and is fully familiar with the scope and size thereof. Tenant agrees to pay the full Basic Annual Rent and Additional Rent (defined below) set forth in this Lease in consideration for the use and occupancy of said space, regardless of the actual number of square feet contained therein, and Tenant shall have no right to terminate this Lease or receive any adjustment or rebate of any Basic Annual Rent or Additional Rent payable hereunder if the amount set forth in Item 3 is incorrect. Notwithstanding the foregoing, at Landlord's election, Landlord's space planner may verify the exact number of square feet of Rentable Area in the Premises. In the event Landlord's space planner determines that there is a variation from the number of square feet specified in Item 3 of the Basic Lease Provisions, Landlord and Tenant shall execute an amendment to this Lease for the purpose of making appropriate adjustments to the Basic Annual Rent, the Security Deposit, Tenant's Proportionate Share and such other provisions hereof as shall be appropriate under the circumstances.

### 3. **ADDITIONAL RENT**

(a) Tenant shall pay to Landlord as Additional Rent an amount equal to Tenant's Proportionate Share (defined below) of Operating Costs and Taxes for the Project for each calendar year during the Lease Term.

(b) "Tenant's Proportionate Share" is, subject to the provisions of Paragraph 18, the percentage number described in Item 4 of the Basic Lease Provisions. Tenant's Proportionate Share represents a fraction, the numerator of which is the number of square feet of Rentable Area in the Premises and the denominator of which is the number of square feet of Rentable Area in the Building. To the extent the applicable Operating Costs or Taxes are attributed by Landlord to the entirety of the Project (rather than solely attributed to the Building), then Tenant's Proportionate Share, with respect to such Operating Costs or Taxes, shall, at Landlord's election, be a fraction, the numerator of which is the number of square feet of Rentable Area in the Premises and the denominator of which is the number of square feet of Rentable Area in the Project, as determined by Landlord pursuant to Paragraph 18.

(c) [Intentionally Omitted]

(d) [Intentionally Omitted]

(e) "Taxes" means any and all forms of assessment, license fee, license tax, business license fee, commercial rental tax, levy, charge, improvement bond, tax, water and sewer rents and charges, utilities and communications taxes and charges or similar or dissimilar imposition imposed by any authority having the direct power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, drainage or other improvement or special assessment district thereof, or any other governmental charge, general and special, ordinary and extraordinary, foreseen and unforeseen, which may be assessed against any legal or equitable interest of Landlord in the Premises, Building, Common Areas or Project, including as the same are allocated by agreements between the owners of the Building or Project. Taxes shall also include, without limitation:

(i) any tax on Landlord's "right" to rent or "right" to other income from the Premises or as against Landlord's business of leasing the Premises;

(ii) any assessment, tax, fee, levy or charge in substitution, partially or totally, of any assessment, tax, fee, levy or charge previously included within the definition of real property tax, including, without limitation, any assessments, taxes, fees, levies and charges may be imposed by governmental agencies for such services as fire protection, street, sidewalk and road maintenance, refuse removal and for other governmental services formerly provided without charge to property owners or occupants. It is the intention of Tenant and Landlord that all such new and increased assessments, taxes, fees, levies and charges be included within the definition of "Taxes" for the purposes of this Lease;

(iii) any assessment, tax, fee, levy or charge allocable to or measured by the area of the Premises or other premises in the Building or the rent payable by Tenant hereunder or other tenants of the Project, including, without limitation, any gross receipts tax or excise tax levied by state, city or federal government, or any political subdivision thereof, with respect to the receipt of such rent, or upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises, or any portion thereof but not on Landlord's other operations;

(iv) any assessment, tax, fee, levy or charge upon this transaction or any document to which Tenant is a party, creating or transferring an interest or an estate in the Premises;

(v) any assessment, tax, fee, levy or charge by any governmental agency related to any transportation plan, fund or system (including assessment districts) instituted within the geographic area of which the Project is a part; and/or

(vi) any costs and expenses (including, without limitation, reasonable attorneys' fees) incurred in attempting to protest, reduce or minimize Taxes.

(f) "Operating Costs" means all costs, expenses and obligations incurred or payable by Landlord in connection with the operation, ownership, management, repair or maintenance of the Building and the Project during or allocable to the Lease Term, including without limitation, the following:

(i) The cost of services and utilities (including taxes and other charges incurred in connection therewith) provided to the Premises, the Building or the Project, including, without limitation, water, power, gas, sewer, waste disposal, telephone and cable television facilities, fuel, supplies, equipment, tools, materials, service contracts, janitorial services, waste and refuse disposal, window cleaning, maintenance and repair of sidewalks and Building exterior and services areas, gardening and landscaping; the cost of compensation, including employment, welfare and social security taxes, paid vacation days, disability, pension, medical and other fringe benefits of all persons (including independent contractors) who perform services connected with the operation, maintenance, repair or replacement of the Project; any association assessments, costs, dues and/or expenses relating to the Project, regardless of category; personal property taxes on and maintenance and repair of equipment and other personal property used in connection with the operation, maintenance or repair of the Project; repair and replacement of window coverings provided by Landlord in the premises of tenants in the Project; such reasonable auditors' fees and legal fees as are incurred in connection with the operation, maintenance or repair of the Project; a property management fee (not to exceed three percent (3%) of

gross revenues generated by the Project) and rent for the property management office (which fee and rent may be imputed if Landlord has internalized management or otherwise acts as its own property manager, or does not charge its third-party property manager rent); the maintenance of any easements or ground leases benefiting the Project, whether by Landlord or by an independent contractor; costs allocated by agreements between the owners of the Building or Project or imposed or allocated to the Building or Land under a declaration or any other restrictions, regardless of category; a reasonable allowance for depreciation of personal property used in the operation, maintenance or repair of the Project; license, permit and inspection fees; costs and expenses incurred by Landlord to maintain, renew, replace or augment any Green Building Standard or in connection with Landlord's Sustainability Practices (as such terms are defined below); all costs and expenses required by any governmental or quasi-governmental authority or by applicable law, for any reason, including capital improvements, whether capitalized or not, and the cost of any capital improvements made to the Project by Landlord that are reasonably intended to improve life-safety systems, to reduce operating expenses or the Building's consumption of utilities, to improve the Building's qualification or rating under any Green Building Standard, or to maintain the Building's status as a Class A property, and the costs to replace items which Landlord would be obligated to maintain under this Lease (such costs to be amortized over such reasonable periods as Landlord shall reasonably determine together with interest thereon at the rate of ten percent (10%) per annum or such other rate as may have been paid by Landlord on funds borrowed for the purpose of funding such improvements); the cost of air conditioning, heating, ventilating, plumbing maintenance and repair (to include the replacement of components) and other mechanical and electrical systems repair and maintenance; sign maintenance; and Common Area (defined below) repair, resurfacing, operation and maintenance; the reasonable cost for temporary lobby displays and events commensurate with the operation of a similar class building, the cost of providing security services, if any, deemed appropriate by Landlord; and all costs and expenses for insurance for the Project, including, but not limited to, public liability, fire, property damage, wind, hurricane, earthquake, terrorism, flood, rental loss, rent continuation, boiler machinery, business interruption, contractual indemnification and All Risk, Causes of Loss - Special Form coverage insurance for up to the full replacement cost of the Project and such other insurance as is customarily carried by operators of other similar class office buildings in the city in which the Project is located, to the extent carried by Landlord in its discretion, and the deductible portion of any insured loss otherwise covered by such insurance.

(ii) Notwithstanding the foregoing, the following items shall be excluded from Operating Costs:

(A) leasing commissions, attorneys' fees, costs and disbursements and other expenses incurred in connection with leasing, renovating or improving vacant premises in the Project for lease by specific tenants or prospective tenants of the Project;

(B) costs (including permit, license and inspection fees) incurred in renovating or otherwise improving or decorating, painting or redecorating Rentable Area;

(C) Landlord's costs of any services sold to tenants for which Landlord is actually reimbursed by such tenants as an additional charge or rental over and above the Basic Annual Rent and Operating Costs payable under the lease with such tenant or other occupant;

(D) any depreciation or amortization of the Project except as expressly permitted herein;

(E) penalties or fines incurred due to a violation of Law (defined below) by Landlord relating to the Project;

(F) interest, principal, points and fees on debt or amortization payments on any mortgages or deeds of trust or any other debt for borrowed money, unless such costs are directly attributable to Tenant's, its agents' or employees' activities in, on or about the Project, or as a result of a Tenant's breach or default under this Lease;

(G) all items and services for which Tenant or other tenants reimburse Landlord outside of Operating Costs;

(H) repairs or other work occasioned by fire, windstorm or other work paid for through insurance or condemnation proceeds (excluding any deductible); and

(I) cost of correcting defects in the design, construction or equipment of the Building or the Project (except the conditions resulting from ordinary wear and tear and use, which shall not be deemed defects for purposes of this category).

(g) In determining Operating Costs, if any services or utilities are separately charged to tenants of the Project or others, Operating Costs shall be adjusted by Landlord to reflect the amount of expense which would have been incurred for such services or utilities on a full time basis for normal Project operating hours. In the event (i) the Commencement Date shall be a date other than January 1, (ii) the date fixed for the expiration of the Lease Term shall be a date other than December 31, (iii) of any early termination of this Lease, or (iv) of any increase or decrease in the size of the Premises, then in each such event, an appropriate adjustment in the application of this Paragraph 3 shall, subject to the provisions of this Lease, be made to reflect such event on a basis determined by Landlord to be consistent with the principles underlying the provisions of this Paragraph 3. In addition, Landlord shall have the right, from time to time, to equitably allocate and prorate some or all of the Operating Costs or Taxes among different tenants and/or different buildings of the Project and/or on a building-by-building basis as described in Paragraph 18(c).

(h) Notwithstanding anything to the contrary in this Paragraph 3, Tenant shall not be obligated to pay for the portion of Controllable Operating Costs in any year that are in excess of the Controllable Operating Cost Cap (as such terms are defined below). The "Controllable Operating Cost Cap" shall mean the amount of Controllable Operating Costs that would exist in any year, assuming a fixed increase of six percent (6%) per annum, compounded annually on a cumulative basis from the first calendar year during the Term. However, for the purpose of clarity, Tenant shall be obligated to pay for the portion of Controllable Operating Costs in any year that are not in excess of the Controllable Operating Cost Cap. The "Controllable Operating Costs" shall mean all Operating Costs resulting from services contracted for by Landlord or its employees or agents except for those Operating Costs that are outside the reasonable control of Landlord ("Uncontrollable Costs"), which Uncontrollable Costs include, without limitation: utility costs; security costs; janitorial costs; insurance premiums and deductibles; wages and salaries affected by the minimum wage or by collective bargaining or other similar labor agreements; major, one-time repairs and maintenance costs; property management fees; association dues and assessments (if any); expenses related to the parking facilities and Common Areas of the Project pursuant to a declaration or other covenants or restrictions, costs to comply with government requirements or

regulations; and snow and ice removal for the Building and the Project (since not a part of Operating Costs, Taxes are also expressly excluded). The Controllable Operating Costs shall be determined on an aggregate basis and not on an individual basis, and the Controllable Operating Cost Cap shall be determined on Operating Costs as they have been adjusted or grossed-up for vacancy or usage pursuant to the terms of the Lease. Notwithstanding anything to the contrary in this Lease, in no event shall repair of any damage to the Premises caused by Tenant or its agents, employees, contractors, licensees or invitees be subject to the Controllable Operating Cost Cap, and if Controllable Operating Costs in any twelve (12) month period exceed the Controllable Operating Cost Cap for the applicable twelve (12) month period, then such excess amount (the “Excess Controllable Operating Costs”) may be billed to and shall be payable by Tenant in subsequent twelve (12) month periods to the extent that in any such subsequent twelve (12) month period Controllable Operating Costs are not in excess of the Controllable Operating Cost Cap for such twelve (12) month period(s).

(i) Prior to the commencement of each calendar year of the Lease Term following the Commencement Date, Landlord shall have the right to give to Tenant a written estimate of Tenant’s Proportionate Share of the projected excess, if any, of (i) the Operating Costs for the Project for the ensuing year over the Base Operating Costs, and (ii) the Taxes for the Project for the ensuing year over the Base Taxes. Tenant shall pay such estimated amount to Landlord in equal monthly installments, in advance on the first day of each month. Within a reasonable period after the end of each calendar year, not to exceed one hundred eighty days (180), Landlord shall furnish Tenant a statement (the “Year-End Statement”) indicating in reasonable detail the excess of Operating Costs over Base Operating Costs, and the excess of Taxes over the Base Taxes for such period and the parties shall, within thirty (30) days thereafter, make any payment or allowance necessary to adjust Tenant’s estimated payments to Tenant’s actual share of such excess as indicated by such annual statement. Any payment due Landlord shall be payable by Tenant within thirty (30) days of demand from Landlord. Any amount due Tenant shall be credited against installments next becoming due under this Paragraph 3(i) or, if the Lease Term has expired and no further installments will become due under this Lease, refunded to Tenant. In no event shall Landlord be liable for damages to Tenant based upon any incorrect or disputed Year-End Statement, nor shall Tenant have any right to terminate this Lease by reason of any incorrect or disputed excess Operating Costs or excess Taxes. The sole remedy of Tenant regarding any excess Operating Costs or excess Taxes dispute shall be a refund of any charge which exceeds the amount allowed by this Lease.

(j) Tenant may, at its sole expense conduct or require a non-binding audit to be conducted of the Year End Statement, provided that (a) not more than one such audit may be conducted during any calendar year, (b) the records for each calendar year may be audited only once, (c) such audit must be commenced within sixty (60) days following Tenant’s receipt of the Year End Statement, (d) such audit must be completed within one hundred twenty (120) days following Tenant’s receipt of the Year End Statement (the “Review Period”), and (e) any audit must be conducted by a nationally recognized or regionally recognized accounting firm that (i) is not paid on a contingency fee basis and has at least seven (7) years of experience reviewing financial operating records of comparable buildings, (ii) is acceptable to Landlord in its reasonable discretion, (iii) together with Tenant, executes Landlord’s standard form audit confidentiality agreement, (iv) has not represented, and agrees not to represent, any other tenant of the Project in connection with an audit of the Project, (v) agrees to impartially represent Landlord and Tenant in conducting the audit, and (vi) agrees to promptly provide Landlord with a copy of its audit report. If Tenant fails to commence or complete such non-binding audit within such time frames, it shall be deemed conclusively that the Year End Statement is correct. For purposes of any non-binding audit performed by Tenant, Tenant shall provide Landlord with fifteen (15) days’ prior written notice of its request to inspect Landlord’s books and such non-binding audit shall be conducted at

the offices of Landlord or Landlord's managing agent during ordinary business hours, provided that any such audit must be conducted so as not to interfere with Landlord's business operations and must be reasonable as to scope and time. The payment of Rent may never be contingent upon the performance of such non-binding audit. If, within thirty (30) days after the Review Period, Tenant notifies Landlord in writing that Tenant's non-binding audit has revealed a material error set forth in the Year End Statement and Landlord disputes the results of Tenant's non-binding audit, then a certification as to the proper amount shall be made pursuant to a binding audit, at Tenant's expense (except as provided hereinbelow), performed by an independent certified public accountant reasonably selected by Landlord, who meets the qualifications set forth hereinabove. Such certification by the independent certified public accountant shall be binding upon Landlord and Tenant. If, pursuant to the binding audit, Operating Costs or Taxes are determined to have been overstated or understated by Landlord in the Year End Statement for any calendar year, then Landlord shall provide to Tenant the appropriate credit (or, if the Lease Term has expired, the appropriate refund) or Tenant shall immediately make the appropriate payment to Landlord, as is applicable, and if Operating Costs or Taxes are determined to have been overstated in the Year End Statement by Landlord for any calendar year by in excess of five percent (5%), then Landlord shall pay the cost of the independent certified public accountant that performed the binding audit described above up to a maximum amount of \$2,500. Landlord may adjust Operating Costs or Taxes and submit a corrected Year End Statement to account for Operating Costs or Taxes that were first billed to Landlord after the date that is ten (10) business days before the date on which the Year End Statement was furnished.

(k) All capital levies or other taxes assessed or imposed on Landlord upon the rents payable to Landlord under this Lease and any excise, transaction, sales, gross receipts, or privilege tax, assessment, levy or charge measured by or based, in whole or in part, upon such rents from the Premises and/or the Project or any portion thereof shall be paid by Tenant to Landlord monthly in estimated installments or upon demand, at the option of Landlord, as Additional Rent to be allocated to monthly Operating Costs.

(l) Tenant shall pay ten (10) business days before delinquency, all taxes and assessments (i) levied against any personal property, tenant improvements or trade fixtures of Tenant in or about the Premises, (ii) based upon this Lease or any document to which Tenant is a party creating or transferring an interest in this Lease or an estate in all or any portion of the Premises, and (iii) levied for any business, professional, or occupational license fees. If any such taxes or assessments are levied against Landlord or Landlord's property or if the assessed value of the Project is increased by the inclusion therein of a value placed upon such personal property or trade fixtures, Tenant shall upon demand reimburse Landlord for the taxes and assessments so levied against Landlord, or such taxes, levies and assessments resulting from such increase in assessed value. To the extent that any such taxes are not separately assessed or billed to Tenant, Tenant shall pay the amount thereof as invoiced to Tenant by Landlord.

(m) Any delay or failure of Landlord in (i) delivering any estimate or statement described in this Paragraph 3, or (ii) computing or billing Tenant's Proportionate Share of excess Operating Costs or excess Taxes shall not constitute a waiver of its right to require an increase in Rent, or in any way impair, the continuing obligations of Tenant under this Paragraph 3.

(n) Even though the Lease Term has expired and Tenant has vacated the Premises, when the final determination is made of Tenant's Proportionate Share of excess Operating Costs and excess Taxes for the year in which this Lease terminates, Tenant shall immediately pay any increase due over the estimated Operating Costs and/or Taxes paid, and conversely, any overpayment made by Tenant shall be promptly refunded to Tenant by Landlord. The provisions of this Paragraph 3 shall survive any termination or expiration of this Lease.

(o) Tenant shall pay all sales and use tax levied or assessed against all Basic Annual Rent and Tenant's Proportionate Share of Operating Costs and Taxes, and any other payments due under this Lease simultaneously with each installment of Basic Annual Rent, Tenant's Proportionate Share of Operating Costs and Taxes and any other payment required hereunder.

(p) All Operating Costs and Taxes and any other sums payable by Tenant to Landlord under this Lease (except Basic Annual Rent) shall be "Additional Rent." The Basic Annual Rent, as adjusted pursuant to Paragraphs 2, 3 and 7, and other Additional Rent, are sometimes collectively referred to as, and shall constitute, "Rent".

#### 4. **IMPROVEMENTS AND ALTERATIONS**

(a) Landlord hereby delivers to Tenant, and Tenant hereby accepts from Landlord, the Premises in its "AS-IS", "WHERE-IS" and "WITH ALL FAULTS" condition, and Tenant acknowledges that Landlord shall have no obligation to refurbish or otherwise improve the Premises after the Date of this Lease; except, however, that Landlord's sole construction obligation under this Lease is completion of the HVAC Work as set forth in Paragraph 1(b) above.

(b) Any alterations, additions, or improvements made by or on behalf of Tenant to the Premises ("Alterations") shall be subject to Landlord's prior written consent which consent shall not be unreasonably withheld, conditioned, or delayed so long as an Alterations Condition, as hereinafter defined, is not violated. Tenant may make minor, cosmetic, non-structural Alterations to the Premises that comply with the Alterations Conditions and that cost in the aggregate less than \$50,000 per consecutive twelve (12) month period ("Cosmetic Alterations"), without Landlord's prior written consent or approval, provided that Tenant delivers to Landlord, at least ten (10) business days prior to commencement of the work therefor, prior written notice of such Cosmetic Alterations together with the final specifications thereof, and if applicable, plans and working drawings for such Cosmetic Alterations, and provided that Tenant complies with the remaining provisions of this Paragraph 4 that pertain to Alterations. Notwithstanding the foregoing or anything else in this Lease to the contrary, Tenant shall not make any Alterations that fail to comply with the following conditions (each of the following, an "Alterations Condition," and collectively, the "Alterations Conditions") without, in each of the foregoing cases, first obtaining Landlord's prior written consent or approval to such Alterations (which consent or approval shall be in the Landlord's sole and absolute discretion): (i) Alterations must comply with all applicable laws, rules, regulations, codes and ordinances; (ii) Alterations must be compatible with and not impact the Project and its mechanical, electrical, HVAC and life safety systems or the base Building systems or the functioning thereof; (iii) Alterations must not interfere with the use and occupancy of any other portion of the Project by any other tenant or their invitees; (iv) Alterations must not impact the structural portions of the Project or the Premises (including, without limitation, the roof, ceiling, floor, curtain walls or exterior walls or windows) and must not void any existing warranties; (v) Alterations must not, whether alone or taken together with other improvements, require the construction of any other improvements or alterations within the Project; (vi) Alterations must not require the issuance of any building permit or other governmental approval; (vii) Alterations must not impact, impair or impede the Project's compliance, if then applicable, with any EPA's Energy Star rating system, the Green Building Council's LEED rating system, or the historic designation of the Project; (viii) Alterations must not interfere with the operation of the Project or the provision of services or utilities to other tenants in the Project; (ix) Alterations must not impact the common corridor of any floor on which the Premises are located (if any) or other Common Areas of the Project; and (x) Alterations must not be visible from the exterior of the Premises or result in the penetration or puncturing of the roof, ceiling, floor, curtain walls or exterior walls or windows. Tenant may also remodel the Premises during the Term of the Lease in accordance with any future "brand image" of Celebree School as mandated by the Franchisor, including new signage, furniture,



décor and other elements that comply with the Alterations Conditions and that cost in the aggregate less than \$100,000, subject to receipt of Landlord's prior written approval (not to be unreasonably withheld, conditioned or delayed). Tenant shall cause, at its sole cost and expense, all Alterations to comply with insurance requirements and with Laws and shall construct, at its sole cost and expense, any alteration or modification required by Laws as a result of any Alterations. All Alterations shall be constructed at Tenant's sole cost and expense and in a good and workmanlike manner by contractors reasonably acceptable to Landlord and only good grades of materials shall be used. All plans and specifications for any Alterations shall be submitted to Landlord for its approval. Landlord may monitor construction of the Alterations. Landlord's right to review plans and specifications and to monitor construction shall be solely for its own benefit, and Landlord shall have no duty to see that such plans and specifications or construction comply with applicable Laws. Without limiting the other grounds upon which Landlord may refuse to approve any contractor or subcontractor, Landlord may take into account the desirability of maintaining harmonious labor relations at the Project. Landlord may also require that all life safety related work and all mechanical, electrical, plumbing and roof related work be performed by contractors designated by Landlord. Landlord shall have the right, in its sole discretion, to instruct Tenant to remove any improvements or Alterations from the Premises at the expiration or earlier termination of the Lease. If, upon the termination of this Lease, Landlord requires Tenant to remove any or all of such Alterations from the Premises, then Tenant, at Tenant's sole cost and expense, shall promptly remove such Alterations and improvements and Tenant shall repair and restore the Premises to its original condition as of the Commencement Date, reasonable wear and tear excepted. Any Alterations remaining in the Premises following the expiration of the Lease Term or following the surrender of the Premises from Tenant to Landlord, shall become the property of Landlord unless Landlord notifies Tenant otherwise. Tenant shall provide Landlord with the identities and mailing addresses of all persons performing work or supplying materials, prior to beginning such construction, and Landlord may post on and about the Premises and record any notices of non-responsibility pursuant to applicable law. Tenant shall assure payment for the completion of all work free and clear of liens and shall provide certificates of insurance for worker's compensation and other coverage in amounts and from an insurance company reasonably satisfactory to Landlord protecting Landlord against liability for bodily injury or property damage during construction. Upon completion of any Alterations and upon Landlord's reasonable request, Tenant shall deliver to Landlord sworn statements setting forth the names of all contractors and subcontractors who did work on the Alterations and final lien waivers from all such contractors and subcontractors. Tenant shall pay to Landlord, as Additional Rent, the reasonable costs of Landlord's engineers and other consultants (but not Landlord's on-site management personnel) for review of all plans, specifications and working drawings for the Alterations and for the incorporation of such Alterations in the Landlord's master Building drawings, within ten (10) business days after Tenant's receipt of invoices either from Landlord or such consultants together with (in any event) an administrative charge of five percent (5%) of the actual costs of such work. In addition to such costs, Tenant shall pay to Landlord, within ten (10) business days after completion of any Alterations, the actual, reasonable costs incurred by Landlord for services rendered by Landlord's management personnel and engineers to coordinate and/or supervise any of the Alterations to the extent such services are provided in excess of or after the normal on-site hours of such engineers and management personnel.

(c) Tenant shall keep the Premises, the Building and the Project free from any and all liens arising out of any Alterations, work performed, materials furnished, or obligations incurred by or for Tenant. In the event that Tenant shall not, within ten (10) days following the imposition of any such lien, cause the same to be released of record by payment or posting of a bond in a form and issued by a surety acceptable to Landlord, Landlord shall have the right, but not the obligation, to cause such lien to be released by such means as it shall deem proper (including payment of or defense against the claim giving rise to such lien); in such case, Tenant shall reimburse Landlord

for all amounts so paid by Landlord in connection therewith, together with all of Landlord's costs and expenses, with interest thereon at the Default Rate (defined below) and Tenant shall indemnify and defend each and all of the Landlord Indemnitees (defined below) against any damages, losses or costs arising out of any such claim. Tenant's indemnification of Landlord contained in this Paragraph shall survive the expiration or earlier termination of this Lease. Such rights of Landlord shall be in addition to all other remedies provided herein or by law.

(d) NOTICE IS HEREBY GIVEN THAT LANDLORD SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED OR TO BE FURNISHED TO TENANT, OR TO ANYONE HOLDING THE PREMISES THROUGH OR UNDER TENANT, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF LANDLORD IN THE PREMISES.

## 5. **REPAIRS**

(a) Landlord shall keep the Common Areas of the Building and the Project in a clean and neat condition. Subject to subparagraph (b) below, Landlord shall make all necessary repairs, within a reasonable period following receipt of notice of the need therefor from Tenant, to the exterior walls, exterior doors, exterior locks on exterior doors and windows of the Building, and to the Common Areas and to public corridors and other public areas of the Project not constituting a portion of any tenant's premises and shall use reasonable efforts to keep all Building standard equipment used by Tenant in common with other tenants in good condition and repair and to replace same at the end of such equipment's normal and useful life, reasonable wear and tear and casualty loss excepted. Except as expressly provided in Paragraph 9 of this Lease, there shall be no abatement of Rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Premises, the Building or the Project. Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

(b) Tenant, at its expense, (i) shall keep the Premises and all fixtures and equipment contained therein in a safe, clean and neat condition, and (ii) shall bear the cost of maintenance and repair, by contractors selected by Landlord, of all facilities which are not expressly required to be maintained or repaired by Landlord and which are located in the Premises, including, without limitation, lavatory, shower, toilet, wash basin and kitchen facilities and supplemental heating and air conditioning systems (including all plumbing connected to said facilities or systems installed by or on behalf of Tenant or existing in the Premises at the time of Landlord's delivery of the Premises to Tenant). Tenant shall make all repairs to the Premises not required to be made by Landlord under subparagraph (a) above with replacements of any materials to be made by use of materials of equal or better quality. Tenant shall do all decorating, remodeling, alteration and painting required by Tenant during the Lease Term. Tenant shall pay for the cost of any repairs to the Premises, the Building or the Project made necessary by any negligence or willful misconduct of Tenant or any of its assignees, subtenants, employees or their respective agents, representatives, contractors, or other persons permitted in or invited to the Premises or the Project by Tenant. If Tenant fails to make such repairs or replacements within fifteen (15) business days after written notice from Landlord, Landlord may at its option make such repairs or replacements, and Tenant shall upon demand pay Landlord for the cost thereof, together with an administration fee equal to ten percent (10%) of such costs.

(c) Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises in a safe, clean and neat condition, normal wear and tear excepted. Prior to the expiration or earlier termination of this Lease, Tenant shall remove from the Premises all trade fixtures,

furnishings and other personal property of Tenant, except as otherwise set forth in Paragraph 4(b) of this Lease, and Tenant shall repair all damage caused by such removal, and shall restore the Premises to its original condition, reasonable wear and tear excepted. Tenant shall be allowed to leave computer and phone cabling and wiring in the Premises so long as it is clearly marked. In addition to all other rights Landlord may have, in the event Tenant does not so remove any such fixtures, furnishings or personal property, Tenant shall be deemed to have abandoned the same, in which case Landlord may store or dispose of the same at Tenant's expense, appropriate the same for itself, and/or sell the same in its discretion.

## 6. USE OF PREMISES

(a) Tenant shall use the Premises only for the operation of an all-day early childhood education facility along with before and after school care five (5) days a week (Monday through Friday) from 6:30 am to 6:30 pm, with ancillary administrative offices and shall not use the Premises or permit the Premises to be used for any other purpose. Tenant shall have access to the Premises on a 24/7 basis. Tenant shall have the sole responsibility for confirming that the foregoing use is permitted under applicable zoning ordinances, and Landlord makes no representation or warranty with respect thereto. Tenant acknowledges that Common Area bathrooms are for adult use only and that, as part of the Tenant Improvements, Tenant shall be required to construct bathrooms within the Premises for use by children. Landlord shall have the right to deny its consent to any change in the permitted use of the Premises in its sole and absolute discretion. Tenant shall not at any time use or occupy the Premises, or suffer or permit anyone to use or occupy the Premises, or permit anything to be done in the Premises, in any manner that: (i) violates the certificate of occupancy for the Premises or for the Building, (ii) involves the operation of any division, agency or bureau of the United States, of any state or local government, of any foreign government, or of any subdivision thereof, (iii) involves gambling in any form, or the use of lottery, gaming or arcade devices, (iv) involves the sale, rental or viewing of pornographic, obscene or "adult materials," or involves adult entertainment of any kind, (v) otherwise impairs the character, reputation or appearance of the Building as a first-class Building; (vi) impairs the proper and economic maintenance, operation and repair of the Building and/or its equipment, facilities or systems; (vii) annoys or inconveniences other tenants or occupants of the Building; (viii) causes any labor dispute in or adjacent to the Building; or (ix) involves any of the Prohibited Uses listed on Exhibit H attached hereto. Tenant shall not at any time keep pets or animals of any kind on the Premises. Tenant shall endeavor to keep noise levels down when children are in the Outdoor Area or in Common Areas of the Project.

(b) Tenant shall not at any time use or occupy the Premises, or permit any act or omission in or about the Premises in violation of any covenant of record, law, statute, building or zoning code, ordinance, or governmental order, condition of approval, rule or regulation (including, but not limited to, Title III of the Americans With Disabilities Act of 1990), as well as the same may be amended and supplemented from time to time (collectively, "Law" or "Laws") and Tenant shall, upon written notice from Landlord, discontinue any use of the Premises which is declared by any governmental authority to be a violation of Law. If any Law shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon Tenant or Landlord with respect to (i) modification or other maintenance of the Premises, the Building or the Project, or (ii) the use, alteration or occupancy thereof, Tenant shall comply with such Law at Tenant's sole cost and expense. This Lease shall be subject to and Tenant shall comply with all financing documents encumbering the Building or the Project at any time and all covenants, conditions, restrictions and exclusives affecting the Premises, the Building or the Project at any time, including, but not limited to, Tenant's execution of any subordination agreements requested by a mortgagee (which for purposes of this Lease includes any lender or grantee under a deed of trust) of the Premises, the Building or the Project. In addition to the base Building fire protection systems and equipment,

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

(c) Tenant shall not at any time use or occupy the Premises in violation of the certificates of occupancy issued for or restrictive covenants pertaining to the Building or the Premises, and in the event that any architectural control committee or department of the State or the city or county in which the Project is located shall at any time contend or declare that the Premises are used or occupied in violation of such certificate or certificates of occupancy or restrictive covenants, Tenant shall, upon five (5) days' notice from Landlord or any such governmental agency, immediately discontinue such use of the Premises (and otherwise remedy such violation). The failure by Tenant to discontinue such use shall be considered a default under this Lease and Landlord shall have the right to exercise any and all rights and remedies provided herein or by Law. Any statement in this Lease of the nature of the business to be conducted by Tenant in the Premises shall not be deemed or construed to constitute a representation or guaranty by Landlord that such business is or will continue to be lawful or permissible under any certificate of occupancy issued for the Building or the Premises, or otherwise permitted by Law.

(d) Tenant shall not do or permit to be done anything which may invalidate or increase the cost of any fire, All Risk, Causes of Loss – Special Form or other insurance policy covering the Building, the Project and/or property located therein and shall comply with all rules, orders, regulations and requirements of the appropriate fire codes and ordinances or any other organization performing a similar function. In addition to all other remedies of Landlord, Landlord may require Tenant, promptly upon demand, to reimburse Landlord for the full amount of any additional premiums charged for such policy or policies by reason of Tenant's failure to comply with the provisions of this Paragraph 6.

(e) Tenant shall not in any way interfere with the rights or quiet enjoyment of other tenants or occupants of the Building or the Project. Tenant shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain, or permit any nuisance in, on or about the Premises, the Building or the Project. Tenant shall not place weight upon any portion of the Premises exceeding the structural floor load (per square foot of area) which such area was designated (and is permitted by Law) to carry or otherwise use any Building system in excess of its capacity or in any other manner which may damage such system or the Building. Tenant shall not create within the Premises a working environment with a density of greater than the maximum density permitted by Law. Business machines and mechanical equipment shall be placed and maintained by Tenant, at Tenant's expense, in locations and in settings sufficient in Landlord's reasonable judgment to absorb and prevent vibration, noise and annoyance. Tenant shall not commit or suffer to be committed any waste in, on, upon or about the Premises, the Building or the Project.

(f) Tenant shall take all reasonable steps necessary to adequately secure the Premises from unlawful intrusion, theft, fire and other hazards, and shall keep and maintain any and all security devices in or on the Premises in good working order, including, but not limited to, exterior door locks for the Premises and smoke detectors and burglar alarms located within the Premises

and shall cooperate with Landlord and other tenants in the Project with respect to access control and other safety matters.

(g) As used herein, the term “Hazardous Material” means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State or the United States Government, including, without limitation, any material or substance which is (A) defined or listed as a “hazardous waste,” “pollutant,” “extremely hazardous waste,” “restricted hazardous waste,” “hazardous substance” or “hazardous material” under any applicable federal, state or local Law or administrative code promulgated thereunder, (B) petroleum, or (C) asbestos.

(i) Tenant agrees that all operations or activities upon, or any use or occupancy of the Premises, or any portion thereof, by Tenant, its assignees, subtenants, and their respective agents, servants, employees, invitees, representatives and contractors (collectively referred to herein as “Tenant Parties”), throughout the Lease Term, shall be in all respects in compliance with all federal, state and local Laws then governing or in any way relating to the generation, handling, manufacturing, treatment, storage, use, transportation, release, spillage, leakage, dumping, discharge or disposal of any Hazardous Materials.

(ii) Tenant agrees to indemnify, defend and hold Landlord and the Landlord Indemnitees (defined below) harmless for, from and against any and all claims, actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities, interest or losses, including reasonable attorneys’ fees and expenses, court costs, consultant fees, and expert fees, together with all other costs and expenses of any kind or nature that arise during or after the Lease Term directly or indirectly from or in connection with the presence, suspected presence, or release of any Hazardous Material in or into the air, soil, surface water or groundwater at, on, about, under or within the Premises, or any portion thereof caused by Tenant or Tenant Parties. Landlord shall indemnify, defend and hold harmless Tenant from and against any and all expense, loss or liability suffered by the Tenant to the extent arising directly or indirectly out of or in any way connected with the introduction, use, handling, generation, treatment, transportation, storage or disposal of any Hazardous Materials in the Building or the Project by Landlord or any of Landlord’s members or partners.

(iii) In the event any investigation or monitoring of site conditions or any clean-up, containment, restoration, removal or other remedial work (collectively, the “Remedial Work”) is required under any applicable federal, state or local Law, by any judicial order, or by any governmental entity as the result of operations or activities upon, or any use or occupancy of any portion of the Premises by Tenant or Tenant Parties, Landlord shall perform or cause to be performed the Remedial Work in compliance with such Law or order at Tenant’s sole cost and expense. All Remedial Work shall be performed by one or more contractors, reasonably approved by Landlord, and under the supervision of a consulting engineer, selected by Tenant and reasonably approved in advance in writing by Landlord. All costs and expenses of such Remedial Work shall be paid by Tenant, including, without limitation, the charges of such contractor(s), the consulting engineer, any costs, fees, penalties or fines imposed by any governmental entity inspecting or certifying the Remedial Work, and Landlord’s reasonable attorneys’ fees and costs incurred in connection with monitoring or review of such Remedial Work.

(iv) Tenant shall not undertake, nor shall Tenant permit any Tenant Party to undertake, any invasive investigation, drilling or sampling of the soil or groundwater at the

Premises or the Project without the prior written consent of Landlord, which consent shall be in Landlord's sole and absolute discretion.

(v) Each of the covenants and agreements of Tenant set forth in this Paragraph 6(g) shall survive the expiration or earlier termination of this Lease.

## 7. **UTILITIES AND SERVICES**

(a) Provided that Tenant is not in default hereunder, Landlord shall furnish, or cause to be furnished to the Premises, the utilities and services described in **Exhibit C** attached hereto, subject to the conditions and in accordance with the standards set forth therein and in this Lease, the cost of which services shall be included within Operating Costs.

(b) Tenant agrees to cooperate fully at all times with Landlord and to comply with all regulations and requirements which Landlord may from time to time prescribe for the use of the utilities and services described herein and in **Exhibit C**. Landlord shall not be liable to Tenant for the failure of any other tenant, or its assignees, subtenants, employees, or their respective invitees, licensees, agents or other representatives to comply with such regulations and requirements.

(c) If Tenant requires utilities or services in quantities greater than or at times other than that generally furnished by Landlord pursuant to **Exhibit C**, Tenant shall pay to Landlord, upon receipt of a written statement therefor, Landlord's charge for such use. In the event that Tenant shall require additional utilities or services for use in the Premises and if, in Landlord's judgment, such excess requirements cannot be furnished unless additional risers, conduits, feeders, switchboards and/or appurtenances are installed in the Building, subject to the conditions stated below, Landlord may proceed to install the same at the sole cost of Tenant, payable upon demand in advance. The installation of such facilities shall be conditioned upon Landlord's consent, and a determination that the installation and use thereof (i) shall be permitted by applicable Law and insurance regulations, (ii) shall not cause permanent damage or injury to the Building or adversely affect the value of the Building or the Project, and (iii) shall not cause or create a dangerous or hazardous condition or interfere with or disturb other tenants in the Building. Subject to the foregoing, Landlord shall, upon reasonable prior notice by Tenant, furnish to the Premises additional heating, air conditioning and/or cleaning services upon such reasonable terms and conditions as shall be determined by Landlord, including payment of Landlord's charge therefor. Landlord may require a switch and metering system to be installed so as to measure the amount of utilities or services consumed at the Premises. The cost of installation, maintenance and repair thereof shall be paid by Tenant upon demand.

(d) Landlord shall not be liable for, and Tenant shall not be entitled to, any damages, abatement or reduction of Rent, or other liability by reason of any failure to furnish any services or utilities described herein or in **Exhibit C** for any reason (other than Landlord's gross negligence or willful misconduct), including, without limitation, when caused by accident, breakage, water leakage, flooding, repairs, Alterations or other improvements to the Project, strikes, lockouts or other labor disturbances or labor disputes of any character, governmental regulation, moratorium or other governmental action, inability to obtain electricity, water or fuel, or any other cause beyond Landlord's control. Tenant shall be required to cooperate with the energy conservation efforts of governmental agencies or utility suppliers or those implemented by Landlord. No such failure, stoppage or interruption of any such utility or service shall be construed as an eviction of Tenant, nor shall the same relieve Tenant from any obligation to perform any covenant or agreement under this Lease. In the event of any failure, stoppage or interruption thereof, Landlord shall use reasonable efforts to attempt to restore all services promptly. No representation is made by Landlord with respect to the adequacy or fitness of the Building's ventilating, air conditioning or

other systems to maintain temperatures as may be required for the operation of any computer, data processing or other special equipment of Tenant. Notwithstanding anything in this Paragraph 7 to the contrary, if an interruption or cessation of a utility service to the Premises is caused by the negligence or willful misconduct of Landlord and results in the Premises being unusable by Tenant for the conduct of Tenant's business, then Basic Annual Rent shall be abated commencing on that date which is five (5) consecutive business days following the date Tenant delivers written notice to Landlord of such interruption and continuing until either such utility service to the Premises is restored or the Premises is again usable for the conduct of Tenant's business. If, however, Tenant reoccupies any portion of the Premises during such abatement period, the Basic Annual Rent allocable to such reoccupied portion, based on the proportion that the Rentable Area of such reoccupied portion of the Premises bears to the total Rentable Area of the Premises, shall be payable by Tenant from the date Tenant reoccupies such portion of the Premises. Such right to abate Basic Annual Rent shall be Tenant's sole and exclusive remedy at law or in equity in the event of an interruption or cessation of a utility service to the Premises.

(e) Landlord reserves the right from time to time to make reasonable and nondiscriminatory modifications to the above standards (including, without limitation, those described in Exhibit C) for utilities and services.

(f) Tenant shall not use the Premises in any manner that will cause the Building or any part thereof not to conform with Landlord's operations and maintenance practices for the Building, as incorporated into the Rules and Regulations (defined herein), separate written sustainability policies or otherwise implemented by Landlord, as they may be revised from time to time, addressing energy efficiency; water efficiency; recycling, composting, and waste management; indoor air quality; chemical use; and other best practices adopted by Landlord in connection with the certification, qualification, or rating of the Building issued or measured pursuant to the applicable Green Building Standard, as hereinafter defined (collectively, the "Landlord's Sustainability Practices"). All Alterations, additions or improvements to the Premises, to the extent permitted in this Lease, shall be in accordance with Rules and Regulations in effect with respect thereto and the requirements of Landlord's Sustainability Practices, including the applicable Green Building Standard concerning the environmental compliance of the Building, as the same may change from time to time, and with plans and specifications meeting the requirements set forth in the Rules and Regulations and approved in advance by Landlord. Tenant acknowledges that the Building is or may be in the future be certified or rated pursuant to the U.S. EPA's Energy Star® Portfolio Manager, the Green Building Initiative's Green Globes™ building rating system, the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED®) building rating system, the ASHRAE Building Energy Quotient (BEQ), the Environmental, Social and Governance (ESG) performance standards that are assessed and measured by GRESB, or operated to meet another standard for high performance buildings adopted by Landlord (collectively, the "Green Building Standard(s)"), and Tenant agrees to cooperate with Landlord in achieving or maintaining the certifications, ratings, or other standards applicable to the Building or Project pursuant to such Green Building Standards. In addition, as contemplated by the Nonresidential Building Energy Use Disclosure Program (AB 1103) and other Green Building Standards, Landlord may collect and maintain records regarding energy and utilities usage at the Project. As and when requested by Landlord during the Term, to the extent reasonably available to Tenant, Tenant shall provide Landlord (in the format requested by Landlord and reasonably necessary or desirable to comply with the requirements of the applicable Green Building Standard or any commissioning or retro-commissioning of the Building's systems or the Nonresidential Building Energy Use Disclosure Program) with data concerning Tenant's and its employees' transportation means, energy consumption, water consumption, and the operation of the Building's systems. Such data may include, without limitation, Tenant's operating hours, the number of on-site personnel, the types of equipment used at the Building (including computer equipment, if

applicable), office supply purchases, light bulb purchases, cleaning product materials (both chemicals and paper products), as applicable, and energy use and cost. Landlord may post such information to its account with the EPA's ENERGY STAR® program Portfolio Manager and disclose such information to any applicable governmental authority or state energy commission or to its lenders, its constituents, consultants and advisors and prospective purchasers, investors and lenders. Landlord shall have no liability to Tenant if, once obtained, any such Green Building Standard rating or certification lapses and is not reinstated by Landlord. In addition, Landlord shall not be required to treat the information collected by Landlord pursuant to this paragraph as confidential and shall have no liability to Tenant on account of the disclosure of such information. Tenant shall continually during the Term comply with, and maintain the Premises in accordance with, all present and future Laws, Landlord's Sustainability Practices and the standards recommended by the Board of Fire Underwriters applicable to any work, installation, occupancy, use or manner of use by Tenant of the Premises or any part thereof, and shall, at Tenant's expense, obtain all permits, licenses and the like required by applicable Laws.

8. **NON-LIABILITY AND INDEMNIFICATION OF LANDLORD; INSURANCE**

(a) Landlord shall not be liable for any injury, loss or damage suffered by Tenant or to any person or property occurring or incurred in or about the Premises, the Building or the Project from any cause, EVEN IF SUCH LIABILITIES ARE CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF ANY LANDLORD INDEMNITEE (DEFINED BELOW), BUT NOT TO THE EXTENT SUCH LIABILITIES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY SUCH LANDLORD INDEMNITEE (DEFINED BELOW). Without limiting the foregoing, neither Landlord nor any of the Landlord Indemnitees shall be liable for and there shall be no abatement of Rent (except in the event of a casualty loss or a condemnation as set forth in Paragraphs 9 and 10 of this Lease) for (i) any damage to Tenant's property stored with or entrusted to Landlord or the Landlord Indemnitees, (ii) loss of or damage to any property by theft or any other wrongful or illegal act, or (iii) any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or the Project or from the pipes, appliances, appurtenances or plumbing works therein or from the roof, street or sub-surface or from any other place or resulting from dampness or any other cause whatsoever or from the acts or omissions of other tenants, occupants or other visitors to the Building or the Project or from any other cause whatsoever, (iv) any diminution or shutting off of light, air or view by any structure which may be erected on lands adjacent to the Building, whether within or outside of the Project, or (v) any latent or other defect in the Premises, unless Tenant notifies Landlord of the same within the first ninety (90) days of the Lease Term, the Building or the Project. Tenant shall give prompt notice to Landlord in the event of (1) the occurrence of a fire or accident in the Premises or in the Building, or (2) the discovery of a defect therein or in the fixtures or equipment thereof. This Paragraph 8(a) shall survive the expiration or earlier termination of this Lease.

(b) Tenant hereby agrees to indemnify, protect, defend and hold harmless Landlord and its designated property management company, the Designated Landlord Parties, and their respective partners, members, affiliates and subsidiaries, and all of their respective officers, directors, shareholders, employees, servants, partners, representatives, insurers and agents (collectively, "Landlord Indemnitees") for, from and against all liabilities, claims, fines, penalties, costs, damages or injuries to persons, damages to property, losses, liens, causes of action, suits, judgments and expenses (including court costs, attorneys' fees, expert witness fees and costs of investigation), of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or part) (1) Tenant's construction of or use, occupancy or enjoyment of the Premises, (2) any activity, work or other things done, permitted or suffered by Tenant and its agents and employees in or about the Premises, (3) any breach or default



in the performance of any of Tenant's obligations under this Lease, (4) any act, omission, negligence or willful misconduct of Tenant or any of its agents, contractors, employees, business invitees or licensees, or (5) any damage to Tenant's property, or the property of Tenant's agents, employees, contractors, business invitees or licensees, located in or about the Premises (collectively, "Liabilities"); EVEN IF SUCH LIABILITIES ARE CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF ANY LANDLORD INDEMNITEE, BUT NOT TO THE EXTENT SUCH LIABILITIES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY SUCH LANDLORD INDEMNITEE. This Paragraph 8(b) shall survive the expiration or earlier termination of this Lease. Tenant hereby waives the provisions of any present or future law that limits or eliminates the liability of an employer regarding claims for indemnity and/or contribution by Landlord in the event of injury or death of an employee. This Paragraph 8(b) shall survive the expiration or earlier termination of this Lease. Subject to the other provisions of this Lease, including Paragraph 8(e), Landlord hereby agrees to indemnify, protect, defend and hold harmless Tenant and its respective partners, members, affiliates and subsidiaries, and all of their respective officers, directors, shareholders, employees, servants, partners, representatives, insurers and agents (collectively, the "Tenant Indemnitees"), for, from and against all third-party claims for bodily injury, death or damage to third-party property occurring in the Common Areas of the Project, to the extent arising out of, caused by, or resulting from the negligence or willful misconduct of Landlord, but not to the extent such liabilities are caused by the negligence, gross negligence, or willful misconduct of Tenant and/or any Tenant Indemnitee.

(c) Tenant shall promptly advise Landlord in writing of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and Tenant, at Tenant's expense, shall assume on behalf of each and every Landlord Indemnitee and conduct with due diligence and in good faith the defense thereof with counsel reasonably satisfactory to Landlord; provided, however, that any Landlord Indemnitee shall have the right, at its option, to be represented therein by advisory counsel of its own selection and at its own expense. In the event of failure by Tenant to fully perform in accordance with this Paragraph, Landlord, at its option, and without relieving Tenant of its obligations hereunder, may so perform, but all costs and expenses so incurred by Landlord in that event shall be reimbursed by Tenant to Landlord, together with interest on the same from the date any such expense was paid by Landlord until reimbursed by Tenant, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of this Lease is subject. The indemnification provided in Paragraph 8(b) shall not be limited to damages, compensation or benefits payable under insurance policies, workers' compensation acts, disability benefit acts or other employees' benefit acts.

(d) Insurance.

(i) Tenant at all times during the Lease Term shall, at its own expense, keep in full force and effect (A) commercial general liability insurance providing coverage on an occurrence form against bodily injury and disease, including death resulting therefrom, bodily injury and property damage, and premises operations, products/completed operations hazard and contractual coverage (including for the performance of its indemnity obligations set forth in this Paragraph 8 and in Paragraph 6(g)(ii) of this Lease), to a combined single limit of \$2,000,000 to one or more than one person as the result of any one accident or occurrence, \$4,000,000 General Aggregate and \$4,000,000 Completed Operations Aggregate, per location, with no deductible or self-insured retention under such policy, (B) worker's compensation insurance to the statutory limit, if any, and employer's liability insurance to the limit of \$1,000,000 per accident and per disease per employee, and \$1,000,000 for disease aggregate with respect to any work or operations on or about the Premises, or in connection with the Premises or its operation, (C) special causes of loss form property insurance, "All Risk" or "Causes of Loss", including perils of wind, fire and

extended coverage, terrorism, earthquake, sprinkler leakage, theft, vandalism, malicious mischief, glass breakage, and flood coverage, covering full replacement value with a waiver of depreciation of all of Tenant's personal property and trade fixtures and all improvements in the Premises, with a maximum deductible of \$25,000.00, containing an agreed amount endorsement waiving all co-insurance provisions; and providing coverage for contingent liability from Operation of Building Laws, Demolition Costs and Increased Cost of Construction Endorsements, (D) Business Interruption Insurance/Loss of Rents for all perils required to be covered by the property insurance set forth in clause (C) herein above on an actual loss sustained basis in an amount equal to one hundred percent (100%) of the projected gross revenue from the Premises (less non-continuing expenses) for a minimum period of restoration of eighteen (18) months plus an extended period of indemnity endorsement of at least twelve (12) months, (E) Equipment Breakdown (also known as boiler and machinery) Insurance, if applicable, on terms consistent with the property insurance set forth in clause (C) herein above, (F) Business Automobile Liability Insurance on an occurrence basis insuring against liability arising out of the ownership, maintenance or use of any owned, hired, borrowed and non-owned vehicle in an amount of not less than \$1,000,000 combined single limit each accident, and (G) Umbrella / Excess Liability Insurance in an amount of not less than \$5,000,000.00 per occurrence on terms consistent with the commercial general liability, the employer's liability insurance and the business automobile liability policies required in clauses (A), (B), and (F) hereof. Landlord, Landlord's agent, Landlord's property manager, mortgagee, and Designated Landlord Parties (defined below) shall be named additional insureds on each of said policies (excluding the worker's compensation policy) and in the case of property, business interruption and equipment breakdown insurance, shall name Landlord as Loss Payee, providing that the loss thereunder shall be payable to Landlord and said policies shall be issued by an insurance company or companies authorized to do business in the State in which the Premises are located and which have policyholder ratings not lower than "A-" and financial ratings not lower than "VIII" in Best's Insurance Guide (latest edition in effect as of the Date of Lease and subsequently in effect as of the date of renewal of the required policies). EACH OF SAID POLICIES SHALL ALSO INCLUDE A WAIVER OF SUBROGATION PROVISION OR ENDORSEMENT IN FAVOR OF LANDLORD, AND AN ENDORSEMENT PROVIDING THAT LANDLORD SHALL RECEIVE THIRTY (30) DAYS PRIOR WRITTEN NOTICE OF ANY CANCELLATION OF, NONRENEWAL OF, REDUCTION OF COVERAGE OR MATERIAL CHANGE IN COVERAGE ON SAID POLICIES. Tenant hereby waives its right of recovery against any Landlord Indemnitee of any amounts paid by Tenant or on Tenant's behalf to satisfy applicable worker's compensation laws. The policies or duly executed certificates showing the material terms for the same, together with satisfactory evidence of the payment of the premiums therefor, shall be deposited with Landlord on the date Tenant first occupies the Premises and upon renewals of such policies not less than fifteen (15) days prior to the expiration of the term of such coverage. If certificates are supplied rather than the policies themselves, Tenant shall allow Landlord, at all reasonable times, to inspect the policies of insurance required herein.

(ii) It is expressly understood and agreed that the coverages required represent Landlord's minimum requirements and such are not to be construed to void or limit Tenant's obligations contained in this Lease, including without limitation Tenant's indemnity obligations hereunder. Neither shall (A) the insolvency, bankruptcy or failure of any insurance company carrying Tenant, (B) the failure of any insurance company to pay claims occurring nor (C) any exclusion from or insufficiency of coverage be held to affect, negate or waive any of Tenant's indemnity obligations under this Paragraph 8 and Paragraph 6(g)(ii) or any other provision of this Lease. With respect to insurance

coverages, except worker's compensation, maintained hereunder by Tenant and insurance coverages separately obtained by Landlord, all insurance coverages afforded by policies of insurance maintained by Tenant shall be primary and non-contributory insurance as such coverages apply to Landlord, and such insurance coverages separately maintained by Landlord shall be excess, and Tenant shall have its insurance policies so endorsed. The amount of liability insurance under insurance policies maintained by Tenant shall not be reduced by the existence of insurance coverage under policies separately maintained by Landlord. Tenant shall be solely responsible for any premiums, assessments, penalties, deductible assumptions, retentions, audits, retrospective adjustments or any other kind of payment due under its policies. Landlord reserves the right to require additional coverage and increase limits as industry standards change. Should Tenant engage the services of a contractor, Tenant will make certain that such contractor will carry the insurance required under the applicable provisions of this Lease. Tenant shall also make certain that all specific entities required hereunder are listed in the Tenant's agreement with the contractor as additional insureds on a primary and non-contributory basis. The "Designated Landlord Parties" shall include Landlord, PRIII Penzco Member LLC, PRIII DC Metro Investor LLC, PR III Office REIT LLC, PRISA III REIT Operating L.P., PRISA III Fund REIT, Inc., PRISA III Fund, L.P., The Prudential Insurance Company of America; and PGIM, Inc.; and any designated affiliates of the foregoing, and any other legal or d/b/a name under which the foregoing entities do business from time-to-time.

(iii) Tenant's occupancy of the Premises without delivering the certificates of insurance shall not constitute a waiver of Tenant's obligations to provide the required coverages. If Tenant provides to Landlord a certificate that does not evidence the coverages required herein, or that is faulty in any respect, such shall not constitute a waiver of Tenant's obligations to provide the proper insurance.

(e) Mutual Waivers of Recovery. Landlord, Tenant, and all parties claiming under them, each mutually release and discharge each other from responsibility for that portion of any loss or damage paid or reimbursed by an insurer of Landlord or Tenant under any special causes of loss form property insurance, "All Risk" or "Causes of Loss," or other property insurance policy maintained by Tenant with respect to its Premises or by Landlord with respect to the Building or the Project (or which would have been paid had the insurance required to be maintained hereunder been in full force and effect), no matter how caused, including negligence, and each waives any right of recovery from the other including, but not limited to, claims for contribution or indemnity, which might otherwise exist on account thereof. Any special causes of loss form property insurance, "All Risk" or "Causes of Loss" or other property insurance policy maintained by Tenant with respect to the Premises, or Landlord with respect to the Building or the Project, shall contain, in the case of Tenant's policies, a waiver of subrogation provision or endorsement in favor of Landlord, and in the case of Landlord's policies, a waiver of subrogation provision or endorsement in favor of Tenant, or, in the event that such insurers cannot or shall not include or attach such waiver of subrogation provision or endorsement, Tenant and Landlord shall obtain the approval and consent of their respective insurers, in writing, to the terms of this Lease. Tenant agrees to indemnify, protect, defend and hold harmless each and all of the Landlord Indemnitees from and against any claim, suit or cause of action asserted or brought by Tenant's insurers for, on behalf of, or in the name of Tenant, including, but not limited to, claims for contribution, indemnity or subrogation, brought in contravention of this paragraph. The mutual releases, discharges and waivers contained in this provision shall apply EVEN IF THE LOSS OR DAMAGE TO WHICH THIS PROVISION APPLIES IS CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF LANDLORD OR TENANT.

(f) Business Interruption. Landlord shall not be responsible for, and Tenant releases and discharges Landlord from, and Tenant further waives any right of recovery from Landlord for, any loss for or from business interruption or loss of use of the Premises suffered by Tenant in connection with Tenant's use or occupancy of the Premises, EVEN IF SUCH LOSS IS CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF LANDLORD.

(g) Adjustment of Claims. Tenant shall cooperate with Landlord and Landlord's or Tenant's insurers in the adjustment of any insurance claim, and the payment of any insurance proceeds to which Landlord is entitled as a Loss Payee or additional insured under this Lease, pertaining to the Building or the Project or Landlord's use thereof.

(h) Failure to Maintain Insurance. Any failure of Tenant to obtain and maintain the insurance policies and coverages required hereunder or failure by Tenant to meet any of the insurance requirements of this Lease shall constitute an event of default hereunder, and such failure shall entitle Landlord to pursue, exercise or obtain any of the remedies provided for in Paragraph 12(b), and Tenant shall be solely responsible for any loss suffered by Landlord as a result of such failure. In addition, in the event of failure by Tenant to maintain the insurance policies and coverages required by this Lease or to meet any of the insurance requirements of this Lease, Landlord, at its option, and without relieving Tenant of its obligations hereunder, may obtain said insurance policies and coverages or perform any other insurance obligation of Tenant, but all costs and expenses incurred by Landlord in obtaining such insurance or performing Tenant's insurance obligations shall be reimbursed by Tenant to Landlord, together with interest on same at the Default Rate (as defined below) from the date any such cost or expense was paid by Landlord until reimbursed by Tenant.

## 9. FIRE OR CASUALTY

(a) Subject to the provisions of this Paragraph 9, in the event the Premises, or access thereto, is wholly or partially destroyed by fire or other casualty, Landlord shall (to the extent permitted by Law and covenants, conditions and restrictions then applicable to the Project) rebuild, repair or restore the Premises and access thereto to substantially the same condition as existing immediately prior to such destruction and this Lease shall continue in full force and effect. Notwithstanding the foregoing, (i) Landlord's obligation to rebuild, repair or restore the Premises shall not apply to any personal property, equipment, trade fixtures, Tenant Improvements, Alterations, or other items installed or contained in the Premises (which shall be Tenant's obligation to restore), (ii) Landlord shall have no obligation whatsoever to rebuild, repair or restore the Premises with respect to any damage or destruction occurring during the last twelve (12) months of the Lease Term or any extension of the Lease Term, and (iii) Landlord shall have no duty to rebuild, repair or restore if the damage is due to an uninsurable casualty, or if insurance proceeds are insufficient to pay for such rebuilding, repair or restoration, or if the holder of any mortgage, deed of trust or similar instrument applies proceeds of insurance to reduce its loan balance and the remaining proceeds, if any, available to Landlord are not sufficient to pay for such rebuilding, repair or restoration.

(b) Landlord may elect to terminate this Lease in any of the following cases of damage or destruction to the Premises, the Building or the Project: (i) where the cost of rebuilding, repairing and restoring (collectively, "Restoration") of the Building or the Project, would, regardless of the lack of damage to the Premises or access thereto, in the reasonable opinion of Landlord, exceed twenty percent (20%) of the then replacement cost of the Building; (ii) where, in the case of any damage or destruction to any portion of the Building or the Project by uninsured casualty, the cost of Restoration of the Building or the Project, in the reasonable opinion of Landlord, exceeds \$500,000; or (iii) where, in the case of any damage or destruction to the Premises

or access thereto by uninsured casualty, the cost of Restoration of the Premises or access thereto, in the reasonable opinion of Landlord, exceeds twenty percent (20%) of the replacement cost of the Premises; or (iv) where the holder of any mortgage on the Building shall require that the insurance proceeds or any portion thereof be used to retire all or a portion of the mortgage debt; or (v) if Landlord has not obtained appropriate zoning approvals for reconstruction of the Project, Building or Premises. Any such termination shall be made by thirty (30) days' prior written notice to Tenant given within one hundred twenty (120) days of the date of such damage or destruction. If this Lease is not terminated by Landlord and as the result of any damage or destruction, the Premises, or a portion thereof, are rendered untenable, then, as Tenant's sole and exclusive remedy, the Basic Annual Rent shall abate reasonably during the period of Restoration that Landlord is obligated to perform hereunder (based upon the extent to which such damage and Restoration materially interfere with Tenant's business in the Premises), provided that there shall be no abatement of Basic Annual Rent to the extent the damage or destruction was caused by the negligence or willful misconduct of Tenant or its employees, agents, contractors, or invitees. This Lease shall be considered an express agreement governing any case of damage to or destruction of the Premises, the Building or the Project. This Lease sets forth the terms and conditions upon which this Lease may terminate in the event of any damage or destruction. Accordingly, the parties hereby waive the provisions of any existing or future statutes which provision(s) permit the parties to terminate this Lease as a result of any damage or destruction.

#### 10. **EMINENT DOMAIN**

In the event the whole of the Premises, the Building or the Project shall be taken under the power of eminent domain, or sold to prevent the exercise thereof (collectively, a "Taking"), this Lease shall automatically terminate as of the date of such Taking. In the event a Taking of a portion of the Project, the Building or the Premises shall, in the reasonable opinion of Landlord, substantially interfere with Landlord's operation thereof, Landlord may terminate this Lease upon thirty (30) days' written notice to Tenant given at any time within sixty (60) days following the date of such Taking. For purposes of this Lease, the date of Taking shall be the earlier of the date of transfer of title resulting from such Taking or the date of transfer of possession resulting from such Taking. In the event that a portion of the Premises is so taken and this Lease is not terminated, Landlord shall, to the extent of proceeds paid to Landlord as a result of the Taking, with reasonable diligence, use commercially reasonable efforts to proceed to restore (to the extent permitted by Law and covenants, conditions and restrictions then applicable to the Project) the Premises (other than Tenant's personal property and fixtures, and above-standard tenant improvements) to a complete, functioning unit. In such case, the Basic Annual Rent shall be reduced proportionately based on the portion of the Premises so taken. If all or any portion of the Premises is the subject of a temporary Taking, this Lease shall remain in full force and effect and Tenant shall continue to perform each of its obligations under this Lease; in such case, Tenant shall be entitled to receive the entire award allocable to the temporary Taking of the Premises. Except as provided herein, Tenant shall not assert any claim against Landlord or the condemning authority for, and hereby assigns to Landlord, any compensation in connection with any such Taking, and Landlord shall be entitled to receive the entire amount of any award therefor, without deduction for any estate or interest of Tenant. Nothing contained in this Paragraph 10 shall be deemed to give Landlord any interest in, or prevent Tenant from making a separate claim for, any award against the condemning authority for the Taking of Tenant's personal property or for relocation or moving expenses recoverable by Tenant from the condemning authority. This Paragraph 10 shall be Tenant's sole and exclusive remedy in the event of a Taking. This Lease sets forth the terms and conditions upon which this Lease may terminate in the event of a Taking. Accordingly, the parties waive the provisions of any existing or future statutes which provision(s) permit the parties to terminate this Lease as a result of a Taking.

## 11. ASSIGNMENT AND SUBLETTING

(a) Tenant shall not directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, assign, sublet, mortgage, hypothecate, encumber or otherwise transfer all or any portion of its interest in this Lease or in the Premises or grant any license in or suffer any person other than Tenant or its employees to use or occupy the Premises or any part thereof without obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Any such attempted assignment, subletting, license, mortgage, hypothecation, encumbrance, transfer or other use or occupancy without the consent of Landlord shall be null and void and of no effect. Any mortgage, hypothecation, encumbrance or other transfer of all or any portion of Tenant's interest in this Lease or in the Premises and any grant of a license or sufferance of any person other than Tenant or its employees to use or occupy the Premises or any part thereof shall be deemed to be an "assignment" of this Lease. In addition, as used in this Paragraph 11, the term "Tenant" shall also mean any entity that has guaranteed Tenant's obligations under this Lease, and the restrictions applicable to Tenant contained herein shall also be applicable to such guarantor.

Notwithstanding the foregoing, Tenant may assign its entire interest under this Lease to (A) Franchisor, (B) an approved franchisee of Franchisor (an "Approved Franchisee"), (C) a Tenant Affiliate (defined below) or (D) a successor to Tenant by purchase, merger, consolidation or reorganization, in each case, without the consent of Landlord, provided that all of the following conditions are satisfied in Landlord's reasonable discretion (a "Permitted Transfer"; such successor to a Permitted Transfer, a "Permitted Transferee"): (1) the transfer is for a good faith business purpose and not for the avoidance of liability under this Lease; (2) no uncured event of default exists under this Lease; (3) if not a Tenant Affiliate, the Permitted Transferee shall own all or substantially all of the assets of Tenant; (4) the Permitted Transferee shall have a Tangible Net Worth which is at least equal to the greater of Tenant's Tangible Net Worth at the Date of this Lease or Tenant's Tangible Net Worth as of the day prior to the proposed assignment, but excluding for purposes hereof the Tangible Net Worth of the Franchisor in its capacity as guarantor; (5) no portion of the Building or Premises would become subject to additional or different Laws as a consequence of the proposed assignment; (6) the Permitted Transferee's use of the Premises shall be solely for the use permitted under this Lease and shall not conflict with any exclusive usage rights granted to any other tenant in the Building or Project; (7) neither the transfer nor any consideration payable to Landlord in connection therewith adversely affects any pension fund or ERISA qualification tests applicable to Landlord; (8) the Permitted Transferee is not and has not been involved in litigation with Landlord; (9) if the Permitted Transferee is an Approved Franchisee, the Permitted Transferee shall execute a guaranty substantially similar to guaranty executed by the Individual Guarantors, and (10) Tenant shall give Landlord thirty (30) days of advance written notice of the proposed assignment, along with all applicable documentation and other information necessary for Landlord to determine that the requirements of this paragraph have been satisfied, including if applicable, the qualification of such proposed assignee as a Tenant Affiliate (if to a Tenant Affiliate, such Tenant Affiliate shall remain a Tenant Affiliate throughout the Term and if such Tenant Affiliate shall cease to be a Tenant Affiliate, such change in affiliation shall be deemed a transfer hereunder requiring Landlord's prior written consent). The term "Tenant Affiliate" means any person or entity controlling, controlled by or under common control with Tenant. The term "controlled by" or "commonly controlled with" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such controlled person or entity, or the ownership, directly or indirectly, of at least fifty-one percent (51%) of the voting securities of, or possession of the right to vote, in the ordinary direction of its affairs, at least fifty-one percent (51%) of the voting interest in, any person or entity. "Tangible Net Worth" shall be defined as the physical worth of an entity, by adding together such entity's total physical, tangible assets, determined in accordance with generally accepted

accounting principles (after deducting proper reserves), and subtracting the value of all liabilities and intangible assets (including goodwill, patents, trademarks, licenses, treasury stock, copyrights or any write-up in the book value of any assets). If requested by Landlord, a Tenant Affiliate or successor shall sign a commercially reasonable form of assumption agreement.

(b) No assignment or subletting, with or without Landlord's consent (and whether or not Landlord's consent is required), shall relieve Tenant of its obligation to pay the Rent and to perform all of the other obligations to be performed by Tenant hereunder, except in the event of a Permitted Transfer in which event Tenant and the Individual Guarantors shall be released from all obligations and liability under this Lease and the Guaranty as of the date of the Permitted Transfer; provided, however, that if the Permitted Transferee is an Approved Franchisee, then the Individual Guarantors shall remain liable under their Guaranty for one (1) year after the date of the Permitted Transfer. The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any subletting or assignment. Consent by Landlord to one subletting or assignment shall not be deemed to constitute a consent to any other or subsequent attempted subletting or assignment. If Tenant desires at any time to assign this Lease or to sublet the Premises or any portion thereof, it shall first notify Landlord of its desire to do so and shall submit in writing to Landlord all pertinent information relating to the proposed assignee or sublessee, all pertinent information relating to the proposed assignment or sublease, and all such financial information as Landlord may reasonably request concerning Tenant and the proposed assignee or subtenant. Any assignment or sublease shall be expressly subject to the terms and conditions of this Lease.

(c) If Tenant desires to assign this Lease other than to a Permitted Transferee or to sublet thirty-five percent (35%) or more of the Premises for all or substantially all of the then-remaining Lease Term, then at any time within thirty (30) days after Landlord's receipt of the information specified in subparagraph (b) above, Landlord may by written notice to Tenant elect to terminate this Lease as to the portion of the Premises so proposed to be subleased or assigned (which may include all of the Premises), with a proportionate abatement in the Rent payable hereunder.

(d) Except for a Permitted Transferee which shall be subject to the terms of the second paragraph of Section 11(a), Tenant acknowledges that it shall be reasonable for Landlord to withhold its consent to a proposed assignment or sublease in any of the following instances:

(i) The assignee or sublessee (or any affiliate of the assignee or sublessee) is not, in Landlord's reasonable opinion, sufficiently creditworthy to perform the obligations such assignee or sublessee will have under this Lease;

(ii) The intended use of the Premises by the assignee or sublessee is not for general office or childcare center use;

(iii) The intended use of the Premises by the assignee or sublessee would materially increase the pedestrian or vehicular traffic to the Premises or the Building;

(iv) Occupancy of the Premises by the assignee or sublessee would, in the good faith judgment of Landlord, violate any agreement binding upon Landlord, the Building or the Project with regard to the identity of tenants, usage in the Building, or similar matters;

(v) The assignee or sublessee (or any affiliate of the assignee or sublessee) is then negotiating with Landlord or has negotiated with Landlord within the previous six (6) months, or is a current tenant or subtenant within the Building or Project;

(vi) The identity or business reputation of the assignee or sublessee will, in the good faith judgment of Landlord, tend to damage the goodwill or reputation of the Building or Project;

(vii) the proposed sublease would result in more than two subleases of portions of the Premises being in effect at any one time during the Lease Term;

(viii) In the case of a sublease, the subtenant has not acknowledged that the Lease controls over any inconsistent provision in the sublease; or

(ix) The assignee or sublessee violates the provisions set forth in Paragraph 19(bb) (OFAC) and 19(cc) (ERISA) of this Lease or fails to make the representations set forth therein.

The foregoing criteria shall not exclude any other reasonable basis for Landlord to refuse its consent to such assignment or sublease. The grant of any consent or approval required from Landlord under this Lease shall be proved only by proof of a written document signed and delivered by Landlord expressly setting forth such consent or approval. Notwithstanding any contrary provision of this Lease, if Tenant or any proposed assignee or sublessee claims that Landlord has unreasonably withheld its consent to a proposed assignment or sublease or otherwise has breached its obligations under this Paragraph 11, their sole remedy shall be to seek a declaratory judgment and/or injunctive relief without any monetary damages, and, with respect thereto, Tenant, on behalf of itself and, to the extent permitted by law, such proposed assignee/sublessee, hereby waives all other remedies against Landlord, including, without limitation, the right to seek monetary damages or to terminate this Lease.

(e) Notwithstanding any assignment or subletting, Tenant and any guarantor or surety of Tenant's obligations under this Lease shall at all times during the Initial Term and any subsequent renewals or extensions remain fully responsible and liable for the payment of the rent and for compliance with all of Tenant's other obligations under this Lease, except in the event of a Permitted Transfer. In the event that the Rent due and payable by a sublessee or assignee (or a combination of the rental payable under such sublease or assignment, plus any bonus or other consideration therefor or incident thereto) exceeds the Rent payable under this Lease, then Tenant shall be bound and obligated to pay Landlord, as Additional Rent hereunder, fifty percent (50%) of such excess Rent and other excess consideration (after deducting normal and customary marketing expenses) within ten (10) days following receipt thereof by Tenant.

(f) If this Lease is assigned or if the Premises is subleased (whether in whole or in part), or in the event of the mortgage, pledge, or hypothecation of Tenant's leasehold interest, or grant of any concession or license within the Premises, or if the Premises are occupied in whole or in part by anyone other than Tenant, then upon a default by Tenant hereunder Landlord may collect Rent from the assignee, sublessee, mortgagee, pledgee, party to whom the leasehold interest was hypothecated, concessionee or licensee or other occupant and, except to the extent set forth in the preceding paragraph, apply the amount collected to the next Rent payable hereunder; and all such Rent collected by Tenant shall be held in deposit for Landlord and immediately forwarded to Landlord. No such transaction or collection of Rent or application thereof by Landlord, however, shall be deemed a waiver of these provisions or a release of Tenant from the further performance by Tenant of its covenants, duties, or obligations hereunder.

(g) If Tenant effects an assignment or sublease or requests the consent of Landlord to any proposed assignment or sublease, then, simultaneously with the same, Tenant shall pay Landlord a non-refundable administrative fee of Two Thousand Dollars (\$2,000.00), plus, upon



Landlord's request therefor, any reasonable attorneys' and paralegal fees and costs incurred by Landlord in connection with such assignment or sublease or request for consent (not to exceed \$2,500). Acceptance of the Two Thousand Dollar (\$2,000.00) administrative fee and/or reimbursement of Landlord's attorneys' and paralegal fees shall in no event obligate Landlord to consent to any proposed assignment or sublease.

(h) Notwithstanding any provision of this Lease to the contrary, in the event this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, any and all monies or other consideration payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord and shall not constitute the property of Tenant or Tenant's estate within the meaning of the Bankruptcy Code. All such money and other consideration not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and shall be promptly paid or delivered to Landlord.

(i) Notwithstanding anything in this Lease to the contrary, no assignment, sublease or other transfer of this Lease or the Premises by Tenant (with or without the consent of Landlord), nor any consideration payable to Landlord in connection therewith, may adversely affect any pension fund or ERISA qualification tests applicable to Landlord, including the covenants set forth in Paragraphs 19(bb) and (cc) of this Lease, and any assignment, sublease or other transfer that adversely affects such qualification tests shall be void and of no effect. Upon any assignment, sublease or other transfer of this Lease or the Premises by Tenant, the applicable assignee, sublessee or transferee, shall automatically be deemed to have remade the representations set forth in Paragraphs 19(bb) and (cc) of this Lease and, upon Landlord's prior written request, shall expressly remake such representations in writing to Landlord.

## 12. **DEFAULT**

(a) Events of Default. The occurrence of any one or more of the following events shall constitute an "event of default" or "default" (herein so called) under this Lease by Tenant: (i) the failure by Tenant to make any payment of Rent or any other payment required to be made by Tenant hereunder within five (5) days after Landlord notifies Tenant of such nonpayment; provided, however, Landlord shall only be obligated to provide such written notice to Tenant one (1) time within any consecutive twelve (12) month period and in the event Tenant fails to timely pay Rent or any other sums for a second time during any consecutive twelve (12) month period, then Tenant shall be in default for such late payment and Landlord shall have no obligation or duty to provide notice of such non-payment to Tenant prior to declaring an event of default under this Lease; (ii) the failure by Tenant to observe or perform any of the express or implied covenants or provisions of this Lease to be observed or performed by Tenant, other than monetary failures specified in clause (i) of this paragraph above and the other events specified in clauses (iii) through (xi) of this paragraph below, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; (iii) the making by Tenant or any guarantor hereof of any general assignment for the benefit of creditors; (iv) the filing by or against Tenant or any guarantor hereof of a petition to have Tenant or any guarantor hereof adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant or any guarantor hereof, the same is dismissed within thirty (30) days); (v) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease or of substantially all of guarantor's assets, where possession is not restored to Tenant or guarantor within thirty (30) days; (vi) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of substantially all of guarantor's assets or of Tenant's interest in this Lease where such seizure is not discharged within thirty (30) days; (vii) any material representation or warranty made by Tenant or guarantor in this Lease or any other document delivered in connection

with the execution and delivery of this Lease or pursuant to this Lease proves to be incorrect in any material respect; (viii) Tenant or guarantor shall be liquidated or dissolved or shall begin proceedings towards its liquidation or dissolution; (ix) the failure to deposit or restore the Security Deposit as required pursuant to Paragraph 2(c) of this Lease; (x) any assignment, subletting, license, mortgage, hypothecation, other encumbrance or other use or occupancy prohibited by the provisions of Paragraph 11 of this Lease; (xi) the failure by Tenant to execute and deliver to Landlord the subordination, attornment or estoppel instruments described in Paragraph 16 of this Lease within the periods set forth therein; or (xii) the vacation or abandonment of the Premises by Tenant; provided, however, Tenant shall not be deemed to have violated this clause (xii) if Tenant provides reasonable notice to Landlord of Tenant's intent to temporarily cease operating its business in the Premises for a period not to exceed five (5) consecutive days with, or in the event of Force Majeure. Any cure period set forth in this paragraph shall solely apply to the particular event(s) described in the applicable clause in which such cure period is included and shall not apply to any other event(s) or clause(s) or supplement any other cure period(s) expressly set forth in this Lease.

Any notice sent by Landlord to Tenant pursuant to this Paragraph 12(a) shall be in lieu of, and not in addition to, any notice required under any applicable law and Tenant hereby waives the service of any demand for payment of Rent or for possession and waives the service of any other notice or demand prescribed by any Laws.

(b) Landlord's Remedies; Termination. In the event of any event of default by Tenant, in addition to any other remedies available to Landlord under this Lease, at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder. In the event that Landlord shall elect to so terminate this Lease, then Landlord may recover from Tenant:

(i) the worth at the time of award of any unpaid Rent which had been earned at the time of such termination; plus

(ii) the worth at the time of the award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(iii) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom including, but not limited to: unamortized Tenant Improvement costs (including Landlord's Construction Allowance) and any free or abated Rent; attorneys' fees; brokers' commissions; the costs of refurbishment, alterations, renovation and repair of the Premises; and removal (including the repair of any damage caused by such removal) and storage (or disposal) of Tenant's personal property, equipment, fixtures, Tenant Improvements and any other items which Tenant is required under this Lease to remove but does not remove.

As used in subparagraphs (i) and (ii) of Paragraph 12(b) above, the "worth at the time of award" is computed by allowing interest at the Default Rate (as defined below). As used in subparagraph (iii) of Paragraph 12(b) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of Richmond at the time of award plus one percent (1%). The term "Default Rate" as used in this Lease shall mean the lesser of (A) the rate announced from time to time by Wells Fargo Bank or, if Wells Fargo bank ceases to exist or ceases to publish such rate, then the rate announced from time to time by the largest (as measured by deposits) chartered bank operating in the State, as its "prime rate" or

“reference rate”, plus six percent (6%), or (B) the maximum rate of interest permitted by applicable Law.

(c) Landlord’s Remedies; Re-Entry Rights. In the event of any event of default by Tenant, in addition to any other remedies available to Landlord under this Lease, at law or in equity, Landlord shall also have the right, to the extent permitted by applicable Law, with or without terminating this Lease, to re-enter the Premises and remove all persons and property from the Premises; such property may be removed, stored and/or disposed of pursuant to Paragraph 5(c) of this Lease or any other procedures permitted by applicable Law. No re-entry or taking possession of the Premises by Landlord pursuant to this Paragraph 12(c), and no acceptance of surrender of the Premises or other action on Landlord’s part, shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction.

(d) Continuation of Lease. If Landlord does not elect to terminate this Lease on account of any event of default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all Rent due from Tenant and the collection thereof shall not constitute a waiver of or affect any notice or demand given, suit instituted or judgment obtained by Landlord, or be held to waive or alter the rights or remedies which Landlord may have at law or in equity or by virtue of this Lease at the time of such payment.

(e) Landlord’s Right to Perform. Except as specifically provided otherwise in this Lease, all covenants and agreements by Tenant under this Lease shall be performed by Tenant at Tenant’s sole cost and expense and without any abatement or offset of Rent. If Tenant shall fail to pay any sum of money (other than Basic Annual Rent) or perform any other act on its part to be paid or performed hereunder and such failure shall continue for five (5) days with respect to monetary obligations (or ten (10) days with respect to non-monetary obligations, except in case of emergencies, in which such case, such shorter period of time as is reasonable under the circumstances) after Tenant’s receipt of written notice thereof from Landlord, Landlord may, without waiving or releasing Tenant from any of Tenant’s obligations, make such payment or perform such other act on behalf of Tenant. All sums so paid by Landlord and all necessary incidental costs incurred by Landlord in performing such other acts shall be payable by Tenant to Landlord within five (5) business days after demand therefor as Additional Rent.

(f) Interest. If any monthly installment of Rent or Operating Costs or Taxes, or any other amount payable by Tenant hereunder is not received by Landlord by the date when due, it shall bear interest at the Default Rate from the date due until paid. All interest, and any late charges imposed pursuant to Paragraph 12(g) below, shall be considered Additional Rent due from Tenant to Landlord under the terms of this Lease.

(g) Late Charges. Tenant acknowledges that, in addition to interest costs, the late payments by Tenant to Landlord of any monthly installment of Basic Annual Rent, Additional Rent or other sums due under this Lease will cause Landlord to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impractical to fix. Such other costs include, without limitation, processing, administrative and accounting charges and late charges that may be imposed on Landlord by the terms of any mortgage, deed of trust or related loan documents encumbering the Premises, the Building or the Project. Accordingly, if any monthly installment of Basic Annual Rent, Additional Rent or any other amount payable by Tenant hereunder is not received by Landlord within five (5) days of the due date thereof, Tenant shall pay to Landlord an additional sum of five percent (5%) of the overdue amount as a late charge, but in no event more than the maximum late charge allowed by law. The parties agree that such late

charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of any late payment as hereinabove referred to by Tenant, and the payment of late charges and interest are distinct and separate in that the payment of interest is to compensate Landlord for the use of Landlord's money by Tenant, while the payment of late charges is to compensate Landlord for Landlord's processing, administrative and other costs incurred by Landlord as a result of Tenant's delinquent payments. Acceptance of a late charge or interest shall not constitute a waiver of Tenant's default with respect to the overdue amount or prevent Landlord from exercising any of the other rights and remedies available to Landlord under this Lease or at law or in equity now or hereafter in effect.

(h) **Rights and Remedies Cumulative.** All rights, options and remedies of Landlord contained in this Paragraph 12 and elsewhere in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Landlord shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by Law or in equity, whether or not stated in this Lease. Nothing in this Paragraph 12 shall be deemed to limit or otherwise affect Tenant's indemnification of Landlord pursuant to any provision of this Lease. In addition to other remedies provided in this Lease, Landlord shall be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provisions of this Lease, or to a decree compelling performance of any of the other covenants, agreements, conditions or provisions of this Lease, or to any other remedy allowed to Landlord at law or in equity. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

(i) **Tenant's Waiver of Redemption.** Tenant hereby waives and surrenders for itself and all those claiming under it, including creditors of all kinds, (i) any right and privilege which it or any of them may have under any present or future law to redeem any of the Premises or to have a continuance of this Lease after termination of this Lease or of Tenant's right of occupancy or possession pursuant to any court order or any provision hereof, and (ii) the benefits of any present or future law which exempts property from liability for debt or for distress for rent.

(j) **Costs Upon Default and Litigation.** Tenant shall pay to Landlord and its mortgagees as Additional Rent all the expenses incurred by Landlord or its mortgagees in connection with any breach or default by Tenant hereunder or the exercise of any remedy by reason of any breach or default by Tenant hereunder, including reasonable attorneys' fees and expenses. If Landlord or its mortgagees shall be made a party to any litigation commenced against Tenant or any litigation pertaining to this Lease or the Premises, at the option of Landlord and/or its mortgagees, Tenant, at its expense, shall provide Landlord and/or its mortgagees with counsel approved by Landlord and/or its mortgagees and shall pay all costs incurred or paid by Landlord and/or its mortgagees in connection with such litigation.

### 13. **ACCESS; CONSTRUCTION**

Landlord reserves from the leasehold estate hereunder, in addition to all other rights reserved by Landlord under this Lease, the right to use the roof and exterior walls of the Premises and the area beneath, adjacent to and above the Premises, together with the right to install, use, maintain, repair, replace and relocate equipment, machinery, meters, pipes, ducts, plumbing, conduits and wiring through the Premises, which serve other portions of the Building or the Project in a manner and in locations which do not unreasonably interfere with Tenant's use of the Premises. In addition, Landlord shall have free access to any and all mechanical installations of Landlord or Tenant, including, without limitation, machine rooms, telephone rooms and electrical closets with reasonable prior notice (except in the event of an emergency, when no notice shall be necessary). Tenant agrees that there shall be no construction of partitions or other

obstructions which materially interfere with or which threaten to materially interfere with Landlord's free access thereto, or materially interfere with the moving of Landlord's equipment to or from the enclosures containing said installations. Upon at least twenty-four (24) hours' prior notice (except in the event of an emergency, when no notice shall be necessary), Landlord reserves and shall at any time and all times have the right to enter the Premises to inspect the same, to supply janitorial service and any other service to be provided by Landlord to Tenant hereunder, to exhibit the Premises to prospective purchasers, lenders or tenants, to post notices of non-responsibility, to alter, improve, restore, rebuild or repair the Premises (provided that Landlord shall not alter, improve, restore, rebuild or repair the Premises in a manner that materially adversely impacts the access to or visibility of the Premises, or Tenant's use of the Premises for the Permitted Use, or materially decreases the square footage of the Premises) or any other portion of the Building, or to do any other act permitted or contemplated to be done by Landlord hereunder, all without being deemed guilty of an eviction of Tenant and without liability for abatement of Rent or otherwise. For such purposes, Landlord may also erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, provided that Landlord implement all safety precautions required by Law in connection with the same and shall implement reasonable safety precautions requested by Tenant to ensure the safety of minors in, or about, the Premises. Landlord shall conduct all such inspections and/or improvements, alterations and repairs so as to minimize, to the extent reasonably practical and without additional expense to Landlord, any interruption of or interference with the business of Tenant. Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of such purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises (excluding Tenant's vaults and safes, access to which shall be provided by Tenant upon Landlord's reasonable request). Landlord shall have the right to use any and all means which Landlord may deem proper in an emergency in order to obtain entry to the Premises or any portion thereof, and Landlord shall have the right, at any time during the Lease Term, to provide whatever access control measures it deems reasonably necessary to the Project, without any interruption or abatement in the payment of Rent by Tenant. Any entry into the Premises obtained by Landlord by any of such means shall not under any circumstances be construed to be a forcible or unlawful entry into, or a detainer of, the Premises, or any eviction of Tenant from the Premises or any portion thereof. No provision of this Lease shall be construed as obligating Landlord to perform any repairs, Alterations or decorations to the Premises or the Project except as otherwise expressly agreed to be performed by Landlord pursuant to the provisions of this Lease.

#### 14. **BANKRUPTCY**

(a) If at any time on or before the Commencement Date there shall be filed by or against Tenant in any court, tribunal, administrative agency or any other forum having jurisdiction, pursuant to any applicable law, either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver, trustee or conservator of all or a portion of Tenant's property, or if Tenant makes an assignment for the benefit of creditors, this Lease shall ipso facto be canceled and terminated and in such event neither Tenant nor any person claiming through or under Tenant or by virtue of any applicable law or by an order of any court, tribunal, administrative agency or any other forum having jurisdiction, shall be entitled to possession of the Premises and Landlord, in addition to the other rights and remedies given by Paragraph 12 hereof or by virtue of any other provision contained in this Lease or by virtue of any applicable law, may retain as damages any Rent, Security Deposit or moneys received by it from Tenant or others on behalf of Tenant.

(b) If, after the Commencement Date, or if at any time during the Lease Term, there shall be filed against Tenant in any court, tribunal, administrative agency or any other forum having jurisdiction, pursuant to any applicable law, either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver, trustee or

conservator of all or a portion of Tenant's property, and the same is not dismissed after sixty (60) calendar days, or if Tenant makes an assignment for the benefit of creditors, this Lease, at the option of Landlord exercised within a reasonable time after notice of the happening of any one or more of such events, may be canceled and terminated and in such event neither Tenant nor any person claiming through or under Tenant or by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the Premises, but shall forthwith quit and surrender the Premises, and Landlord, in addition to the other rights and remedies granted by Paragraph 12 hereof or by virtue of any other provision contained in this Lease or by virtue of any applicable law, may retain as damages any Rent, Security Deposit or moneys received by it from Tenant or others on behalf of Tenant.

(c) In the event of the occurrence of any of those events specified in this Paragraph 14, if Landlord shall not choose to exercise, or by applicable law, shall not be able to exercise, its rights hereunder to terminate this Lease upon the occurrence of such events, then, in addition to any other rights of Landlord hereunder or by virtue of applicable law, (i) Landlord shall not be obligated to provide Tenant with any of the utilities or services specified in Paragraph 7, unless Landlord has received compensation in advance for such utilities or services, and the parties agree that Landlord's reasonable estimate of the compensation required with respect to such services shall control, and (ii) neither Tenant, as debtor-in-possession, nor any trustee or other person (hereinafter collectively referred to as the "Assuming Tenant") shall be entitled to assume this Lease unless on or before the date of such assumption, the Assuming Tenant (x) cures, or provides adequate assurance that the latter will promptly cure, any existing default under this Lease, (y) compensates, or provides adequate assurance that the Assuming Tenant will promptly compensate Landlord for any pecuniary loss (including, without limitation, attorneys' fees and disbursements) resulting from such default, and (z) provides adequate assurance of future performance under this Lease, it being covenanted and agreed by the parties that, for such purposes, any cure or compensation shall be effected by the immediate payment of any monetary default or any required compensation, or the immediate correction or bonding of any nonmonetary default. For purposes of this Lease, (1) any "adequate assurance" of such cure or compensation shall be effected by the establishment of an escrow fund for the amount at issue or by the issuance of a bond, and (2) "adequate assurance" of future performance shall be effected by the establishment of an escrow fund for the amount at issue or by the issuance of a bond.

## 15. **FRANCHISE AGREEMENT; RIGHTS OF FRANCHISOR.**

(a) Tenant is a franchisee of Franchisor pursuant to that certain franchise agreement by and between Tenant and Franchisor. Tenant agrees to conduct its operations in accordance with said franchise agreement and to keep such franchise agreement in full force and effect. Notwithstanding the foregoing, in the event of any conflict between the franchise agreement and this Lease, the terms and conditions of this Lease shall control as between Landlord and Tenant.

(b) Landlord shall deliver to Franchisor, at the address set forth in Item 20 of the Basic Lease Provisions, a copy of any notice given by Landlord to Tenant regarding any event of default by Tenant hereunder. Landlord agrees that in the event of any such default, Franchisor shall have the right (but not the obligation) to pay any and all amounts due and/or to perform any and all obligations hereunder, in each case to the same extent, for the same period and with the same effect as Tenant, and provided such performance is in accordance with the terms and conditions of this Lease, Landlord agrees to accept such payment and/or performance by Franchisor. Further, notwithstanding anything to the contrary in this Lease, under such circumstance or the termination or non-renewal of such Franchise Agreement, Landlord and Tenant irrevocably and unconditionally agree that the Franchisor may, at its option but without any requirement that it do so, by notice to the Landlord, elect to assume the Tenant's rights and obligations under this Lease

and become the Tenant hereunder, provided that (i) Franchisor in fact cures such breach within the applicable notice and cure period set forth in the Lease after receiving notice of the breach from Landlord, and (ii) the applicable requirements of the second paragraph of Section 11(a) hereof are satisfied.

16. **SUBORDINATION; ATTORNMENT; ESTOPPEL CERTIFICATES**

(a) Tenant agrees that this Lease and the rights of Tenant hereunder shall be subject and subordinate to any and all deeds to secure debt, deeds of trust, security interests, mortgages, master leases, ground leases or other security documents and any and all modifications, renewals, extensions, consolidations and replacements thereof (collectively, "Security Documents") which now or hereafter constitute a lien upon or affect the Project, the Building or the Premises. Such subordination shall be effective without the necessity of the execution by Tenant of any additional document for the purpose of evidencing or effecting such subordination. In addition, Landlord shall have the right to subordinate or cause to be subordinated any such Security Documents to this Lease and in such case, in the event of the termination or transfer of Landlord's estate or interest in the Project by reason of any termination or foreclosure of any such Security Documents, Tenant shall, notwithstanding such subordination, attorn to and become the Tenant of the successor-in-interest to Landlord at the option of such successor-in-interest. Furthermore, Tenant shall within ten (10) business days of demand therefor execute any instruments or other documents which may be required by Landlord or the holder of any Security Document and specifically shall execute, acknowledge and deliver within ten (10) business days of demand therefor a subordination of lease or subordination of deed of trust or mortgage, in the form required by the holder of the Security Document requesting the document; the failure to do so by Tenant within such time period shall be a material default hereunder; provided, however, the new landlord or the holder of any Security Document shall agree that Tenant's quiet enjoyment of the Premises shall not be disturbed as long as Tenant is not in default under this Lease. Notwithstanding anything herein to the contrary, in the event a Security Document encumbers the Project as of the Date of this Lease and following Landlord's receipt of a written request from Tenant, Landlord agrees to use commercially reasonable, good faith efforts to obtain for Tenant, at Tenant's sole cost, a subordination, attornment and non-disturbance agreement ("SNDA") from the holder of such Security Document, on such holder's current form, within forty-five (45) days following the Date of this Lease; provided, however, Landlord shall have no liability to Tenant, and Tenant's obligations under this Lease and the effectiveness and subordination of this Lease as provided in this Paragraph 16(a) shall be unaffected if Landlord is unable to obtain such agreement within such forty-five (45) day period, despite Landlord's commercially reasonable, good faith efforts. Tenant shall reimburse Landlord upon demand for any costs, including attorneys' fees, that Landlord incurs in seeking to obtain an SNDA for Tenant.

(b) If any proceeding is brought for default under any ground or master lease to which this Lease is subject or in the event of foreclosure or the exercise of the power of sale under any mortgage, deed of trust or other Security Document made by Landlord covering the Premises, at the election of such ground lessor, master lessor or purchaser at foreclosure, Tenant shall attorn to and recognize the same as Landlord under this Lease, provided such successor expressly agrees in writing to be bound to all future obligations by the terms of this Lease, and if so requested, Tenant shall enter into a new lease with that successor on the same terms and conditions as are contained in this Lease (for the unexpired Lease Term then remaining). However, in the event of attornment, no successor shall be: (i) liable for any act or omission of Landlord prior to the date such successor becomes Landlord under this Lease; (ii) subject to any defense, claim, counterclaim, set-off or offsets which Tenant may have against Landlord prior to the date such successor becomes Landlord under this Lease; (iii) bound by any prepayment of Rent to Landlord made more than one month prior to its due date; (iv) bound by any obligation to make any payment to Tenant which was

required to be made prior to the time such successor becomes Landlord under this Lease; (v) bound by any modification, amendment or renewal, or termination of this Lease made without such successor's consent; (vi) liable for the repayment of the Security Deposit, unless the Security Deposit actually is paid to such successor; or (vii) obligated to perform any improvements to the Project, Building or Premises, provide monies for improvements to the Premises or to expend monies in excess of insurance proceeds or condemnation awards to restore the Premises, Building or Project after a casualty or condemnation, other than the express ongoing obligations of repair or maintenance of Landlord under this Lease that arise after such successor becomes Landlord under this Lease. Tenant hereby waives its rights under any current or future law which gives or purports to give Tenant any right to terminate or otherwise adversely affect this Lease and the obligations of Tenant hereunder in the event of any such foreclosure proceeding or sale.

(c) In addition to any statutory lien for Rent in Landlord's favor, Landlord (the secured party for purposes hereof) shall have and Tenant (the debtor for purposes hereof) hereby grants to Landlord, an express contract lien and a continuing security interest to secure the payment of all Rent due hereunder from Tenant, upon all goods, wares, equipment, fixtures, furniture, inventory and other personal property of Tenant (and any transferees or other occupants of the Premises) presently or hereafter situated on the Premises and upon all proceeds of any insurance which may accrue to Tenant by reason of damage or destruction of any such property. In the event of a default under this Lease, Landlord shall have, in addition to any other remedies provided herein or by law, all rights and remedies under the Uniform Commercial Code of the state in which the Premises is located, including without limitation the right to sell the property described in this paragraph at public or private sale upon ten (10) days' notice to Tenant, which notice Tenant hereby agrees is adequate and reasonable. Tenant hereby agrees to execute such other instruments necessary or desirable in Landlord's discretion to perfect the security interest hereby created. Any statutory lien for Rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereto. Landlord and Tenant agree that this Lease and the security interest granted herein serve as a financing statement, and a copy or photographic or other reproduction of this paragraph of this Lease may be filed of record by Landlord and have the same force and effect as the original. Tenant warrants and represents that the collateral subject to the security interest granted herein is not purchased or used by Tenant for personal, family or household purposes. Tenant further warrants and represents to Landlord that the lien granted herein constitutes a first and superior lien and that Tenant will not allow the placing of any other lien upon any of the property described in this paragraph without the prior written consent of Landlord. Notwithstanding the provisions of this Paragraph 16(c) to the contrary, if Tenant desires to obtain a loan secured by Tenant's personal property in the Premises and requests that Landlord execute a lien waiver in connection therewith, Landlord shall agree to subordinate its lien rights to the rights of Tenant's lender pursuant to a lien subordination on a form mutually agreeable to Landlord and Tenant's lender, provided that Tenant delivers such request in writing to Landlord together with a non-refundable processing fee in the amount of Five Hundred Dollars (\$500.00). Tenant shall reimburse Landlord, upon demand, for all reasonable out-of-pocket expenses incurred by Landlord, including, without limitation, attorneys' fees, in connection with negotiating and entering into such lien subordination agreement. Nothing in this Paragraph 16(c) shall permit Tenant to encumber its leasehold interest in the Premises.

(d) Tenant shall, upon not less than ten (10) days' prior notice by Landlord, execute, acknowledge and deliver to Landlord a statement in writing certifying to those facts for which certification has been requested by Landlord or any current or prospective purchaser, holder of any Security Document, ground lessor or master lessor, including, but without limitation, that (i) this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (ii) the dates to which the Basic Annual Rent, Additional Rent and other charges hereunder have been paid, if any, and (iii) whether



Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default of which Tenant may have knowledge. The form of the statement attached hereto as **Exhibit E** is hereby approved by Tenant for use pursuant to this subparagraph (d); however, at Landlord's option, Landlord shall have the right to use other forms for such purpose. Tenant's failure to execute and deliver such statement within such time shall, at the option of Landlord, constitute a material default under this Lease and, in any event, shall be conclusive upon Tenant that this Lease is in full force and effect without modification except as may be represented by Landlord in any such certificate prepared by Landlord and delivered to Tenant for execution. Any statement delivered pursuant to this Paragraph 16 may be relied upon by any prospective purchaser of the fee of the Building or the Project or any mortgagee, ground lessor or other like encumbrancer thereof or any assignee of any such encumbrance upon the Building or the Project.

17. **SALE BY LANDLORD; TENANT'S REMEDIES; NONRECOURSE LIABILITY**

(a) In the event of a sale or conveyance by Landlord of the Building or the Project and upon assumption of this Lease by the purchaser, Landlord shall be released from any and all liability under this Lease. If the Security Deposit has been deposited by Tenant to Landlord prior to such sale or conveyance, Landlord shall transfer the Security Deposit (or any remaining balance at such time) to the purchaser, and upon delivery to Tenant of notice thereof, Landlord shall be discharged from any further liability in reference thereto.

(b) Landlord shall not be in default of any obligation of Landlord hereunder unless Landlord fails to perform any of its obligations under this Lease within thirty (30) days after receipt of written notice of such failure from Tenant; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, Landlord shall not be in default if Landlord commences to cure such default within the thirty (30) day period and thereafter diligently prosecutes the same to completion. All obligations of Landlord under this Lease will be binding upon Landlord only during the period of its ownership of the Project and not thereafter. All obligations of Landlord hereunder shall be construed as covenants, not conditions; and, except as may be otherwise expressly provided in this Lease, Tenant may not terminate this Lease for breach of Landlord's obligations hereunder.

(c) Notwithstanding anything contained in this Lease to the contrary, the obligations of Landlord under this Lease (including any actual or alleged breach or default by Landlord) do not constitute personal obligations of the individual partners, directors, officers, trustees, members or shareholders of Landlord or Landlord's members or partners, and Tenant shall not seek recourse against the individual partners, directors, officers, trustees, members or shareholders of Landlord or against Landlord's members or partners or against any other persons or entities having any interest in Landlord, or against any of their personal assets for satisfaction of any liability with respect to this Lease. Any liability of Landlord for a default by Landlord under this Lease, or a breach by Landlord of any of its obligations under this Lease, shall be limited solely to its interest in the Project, and in no event shall any personal liability be asserted against Landlord and/or any Landlord Indemnitee in connection with this Lease nor shall any recourse be had to any other property or assets of Landlord, its partners, directors, officers, trustees, members, shareholders or any other persons or entities having any interest in Landlord. Tenant's sole and exclusive remedy for a default or breach of this Lease by Landlord shall be either (i) an action for damages, or (ii) an action for injunctive relief; Tenant hereby waiving and agreeing that Tenant shall have no offset rights or right to terminate this Lease on account of any breach or default by Landlord under this Lease. Under no circumstances whatsoever shall Landlord ever be liable for punitive, indirect, consequential or special damages or loss of profits under this Lease and Tenant waives any rights

it may have to such damages under this Lease in the event of a breach or default by Landlord under this Lease.

(d) As a condition to the effectiveness of any notice of default given by Tenant to Landlord, Tenant shall also concurrently give such notice under the provisions of Paragraph 17(b) to each beneficiary under a Security Document encumbering the Project of whom Tenant has received written notice (such notice to specify the address of the beneficiary). In the event Landlord shall fail to cure any breach or default within the time period specified in subparagraph (b), then prior to the pursuit of any remedy therefor by Tenant, each such beneficiary shall have an additional thirty (30) days within which to cure such default, or if such default cannot reasonably be cured within such period, then each such beneficiary shall have such additional time as shall be necessary to cure such default (including, without limitation, time necessary to obtain possession of the Project if possession is necessary to cure such default), provided that within such thirty (30) day period, such beneficiary has commenced and is diligently pursuing the remedies available to it which are necessary to cure such default (including, without limitation, as appropriate, commencement of foreclosure proceedings).

# 18. **PARKING; COMMON AREAS**

(a) Tenant shall have the right to the nonexclusive use of the number of parking spaces located in the surface parking areas of the Project specified in Item 13 of the Basic Lease Provisions for the parking of operational motor vehicles used by Tenant, its officers and employees only on a free and unreserved basis and in common with the other occupants of the Building and permitted users of the Project, unless otherwise designated by Landlord. Tenant acknowledges that, notwithstanding anything to the contrary contained in this Lease, (i) the number of parking spaces allocated to Tenant shall be decreased by the number of parking spaces located within the boundary of the Outdoor Area; (ii) Tenant will reduce the size of the Outdoor Area and/or include parallel parking adjacent to the Outdoor Area if Tenant is required to do so in order to accommodate the number of parking spaces required pursuant to the Fairfax County Zoning Ordinance based on Tenant's use of the Premises, and (iii) Landlord shall not be required to provide additional parking to Tenant in order to satisfy any such zoning requirements.. Landlord reserves the right, at any time upon written notice to Tenant, to designate the location of Tenant's parking spaces as determined by Landlord in its reasonable discretion. The use of such spaces shall be subject to the rules and regulations adopted by Landlord from time to time for the use of the parking areas. Landlord further reserves the right to make such changes to the parking system as Landlord may deem necessary or reasonable from time to time; *i.e.*, Landlord may provide for one or a combination of parking systems, including, without limitation, self-parking, single or double stall parking spaces, and valet assisted parking. Except as otherwise expressly agreed to in this Lease, Tenant agrees that Tenant, its officers and employees shall not be entitled to park in any reserved or specially assigned areas designated by Landlord from time to time in the Project's parking areas. Landlord may require execution of an agreement with respect to the use of such parking areas by Tenant and/or its officers and employees in form satisfactory to Landlord as a condition of any such use by Tenant, its officers and employees. A default by Tenant, its officers or employees in the payment of such charges, the compliance with such rules and regulations, or the performance of such agreement(s) shall constitute a material default by Tenant hereunder. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's officers, employees, suppliers, shippers, customers or invitees to be loaded, unloaded or parked in areas other than those designated by Landlord for such activities. If Tenant permits or allows any of the prohibited activities described in this Paragraph, then Landlord shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the reasonable cost to Tenant, which cost shall be immediately payable upon demand by Landlord. Tenant hereby waives any and all rights to install or to require Landlord to make

available any electric vehicle charging station(s), whether such rights are granted by or under any present or future Laws. Notwithstanding anything to the contrary contained herein, out of the parking spaces allocated to Tenant pursuant to this Paragraph 18(a), Landlord agrees to designate six (6) parking spaces as dedicated for the exclusive use of Tenant and clearly marked as “Drop Off” and “Pick Up” spots during weekday morning drop off and evening pick up times (the “Dedicated Spaces”). The location of the Dedicated Spaces shall be as indicated on Exhibit J attached hereto; provided, however, that Landlord shall have the right, at any time upon written notice to Tenant, to temporarily relocate or restrict access to the Dedicated Spaces as necessary to repair or maintain the parking areas or without notice in the event of an emergency.

(b) Subject to subparagraph (c) below and the remaining provisions of this Lease, Tenant shall have the nonexclusive right, in common with others, to the use of such entrances, lobbies, restrooms, ramps, drives, stairs, and similar access ways and service ways and other common areas and facilities in and adjacent to the Building and the Project as are designated from time to time by Landlord for the general nonexclusive use of Landlord, Tenant and the other tenants of the Project and their respective employees, agents, representatives, licensees and invitees (“Common Areas”). The use of such Common Areas shall be subject to the Rules and Regulations contained herein and the provisions of any covenants, conditions and restrictions affecting the Building or the Project. Tenant shall keep all of the Common Areas free and clear of any obstructions created or permitted by Tenant or resulting from Tenant’s operations, and shall use the Common Areas only for normal activities, ingress and egress by Tenant and its employees, agents, representatives, licensees and invitees to and from the Premises, the Building or the Project. If, in the reasonable opinion of Landlord, unauthorized persons are using the Common Areas by reason of the presence of Tenant in the Premises, Tenant, upon demand of Landlord, shall correct such situation by appropriate action or proceedings against all such unauthorized persons. Nothing herein shall affect the rights of Landlord at any time to remove any such unauthorized persons from said areas or to prevent the use of any of said areas by unauthorized persons. Landlord reserves the right to make such changes, alterations, additions, deletions, improvements, repairs or replacements in or to the Building, the Project (including the Premises, in accordance with Paragraph 13) and the Common Areas as Landlord may reasonably deem necessary or desirable, including, without limitation, constructing new buildings and making changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading areas, landscaped areas and walkways; provided, however, that there shall be no unreasonable permanent obstruction of access to, visibility of or use of the Premises resulting therefrom. In the event that the Project is not completed on the date of execution of this Lease, Landlord shall have the sole judgment and discretion to determine the architecture, design, appearance, construction, workmanship, materials and equipment with respect to construction of the Project. Notwithstanding any provision of this Lease to the contrary, the Common Areas shall not in any event be deemed to be a portion of or included within the Premises leased to Tenant and the Premises shall not be deemed to be a portion of the Common Areas. This Lease is granted subject to the terms hereof, the rights and interests of third parties under existing liens, ground leases, easements and encumbrances affecting such property, all zoning regulations, rules, ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction over the Project or any part thereof.

(c) Landlord shall have the right to contract or otherwise arrange for amenities, services or utilities (the cost of which is included within Operating Costs) to be on a common or shared basis to both the Project (*i.e.*, the area with respect to which Operating Costs are determined) and adjacent areas not included within the Project, so long as the basis on which the cost of such amenities, services or utilities is allocated to the Project is determined on an arms-length basis or some other basis reasonably determined by Landlord. In the case where the definition of the Project is revised for purposes of the allocation or determination of Operating Costs or Taxes, Tenant’s

Proportionate Share shall be appropriately revised to equal the percentage share of all Rentable Area contained within the Project (as then defined) represented by the Premises. The Rentable Area of the Project is subject to adjustment by Landlord from time to time to reflect any re-measurement thereof by Landlord's architect, at Landlord's request, and/or as a result of any additions or deletions to any of the buildings in the Project as designated by Landlord. Landlord shall have the sole right to determine which portions of the Project and other areas, if any, shall be served by common management, operation, maintenance and repair. Landlord shall also have the right, in its sole discretion, to allocate and prorate any portion or portions of the Operating Costs and/or Taxes on a building-by-building basis, on an aggregate basis of all buildings in the Project, or any other reasonable manner, and if allocated on a Project basis, then Tenant's Proportionate Share shall, as to the portion of the Operating Costs and/or Taxes so allocated, be based on the ratio of the Rentable Area of the Premises to the Rentable Area of the Project. Landlord shall have the exclusive rights to the airspace above and around, and the subsurface below, the Premises and other portions of the Building and Project.

19. **MISCELLANEOUS**

(a) **Attorneys' Fees.** In the event of any legal action or proceeding brought by either party against the other arising out of this Lease, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs (including, without limitation, court costs and expert witness fees) incurred in such action. Such amounts shall be included in any judgment rendered in any such action or proceeding. This provision shall survive any termination or expiration of the Lease.

(b) **Waiver.** No waiver by Landlord of any provision of this Lease or of any breach by Tenant hereunder shall be deemed to be a waiver of any other provision hereof, or of any subsequent breach by Tenant. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval under this Lease shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act of Tenant. No act or thing done by Landlord or Landlord's agents during the Lease Term shall be deemed an acceptance of a surrender of the Premises, unless in writing signed by Landlord. The delivery of the keys to any employee or agent of Landlord shall not operate as a termination of the Lease or a surrender of the Premises. The acceptance of any Rent by Landlord following a breach of this Lease by Tenant shall not constitute a waiver by Landlord of such breach or any other breach unless such waiver is expressly stated in a writing signed by Landlord.

(c) **Notices.** Any notice, demand, request, consent, approval, disapproval, certificate or other communication ("Notice") required or desired to be given under this Lease shall be in writing and given by certified mail, return receipt requested, by personal delivery or by Federal Express or a similar nationwide overnight delivery service providing a receipt for delivery. Notices may not be given by facsimile or electronic mail (unless expressly agreed by the parties). The date of giving any Notice shall be deemed to be the date upon which delivery is actually made by one of the methods described in this Paragraph 19(c) (or attempted if said delivery is refused or rejected). If a Notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day. All notices, demands, requests, consents, approvals, disapprovals certificates or other communications shall be addressed at the address specified in Item 14 of the Basic Lease Provisions or to such other addresses as may be specified by written notice from Landlord to Tenant and if to Tenant, at the Premises. Either party may change its address by giving reasonable advance written Notice of its new address in accordance with the methods described in this Paragraph; provided, however, no Notice of either party's change of address shall be effective until fifteen (15) days after the addressee's actual receipt thereof. For the purpose of this Lease, Landlord's counsel may provide Notices to Tenant on behalf of Landlord and such Notices shall be binding on Tenant as if such Notices have been provided directly by Landlord.

(d) Access Control. Landlord shall be the sole determinant of the type and amount of any access control or courtesy guard services to be provided to the Project, if any. IN ALL EVENTS, LANDLORD SHALL NOT BE LIABLE TO TENANT, AND TENANT HEREBY WAIVES ANY CLAIM AGAINST LANDLORD, FOR (I) ANY UNAUTHORIZED OR CRIMINAL ENTRY OF THIRD PARTIES INTO THE PREMISES, THE BUILDING OR THE PROJECT, (II) ANY DAMAGE TO PERSONS, OR (III) ANY LOSS OF PROPERTY IN AND ABOUT THE PREMISES, THE BUILDING OR THE PROJECT, BY OR FROM ANY UNAUTHORIZED OR CRIMINAL ACTS OF THIRD PARTIES, REGARDLESS OF ANY ACTION, INACTION, FAILURE, BREAKDOWN, MALFUNCTION AND/OR INSUFFICIENCY OF THE ACCESS CONTROL OR COURTESY GUARD SERVICES PROVIDED BY LANDLORD, IF ANY. Tenant shall provide such supplemental security services and shall install within the Premises such supplemental security equipment, systems and procedures as may reasonably be required for the protection of its employees and invitees, provided that Tenant shall coordinate such services and equipment with any security provided by Landlord. The determination of the extent to which such supplemental security equipment, systems and procedures are reasonably required shall be made in the sole judgment, and shall be the sole responsibility, of Tenant. Tenant acknowledges that it has neither received nor relied upon any representation or warranty made by or on behalf of Landlord with respect to the safety or security of the Premises or the Project or any part thereof or the extent or effectiveness of any security measures or procedures now or hereafter provided by Landlord, and further acknowledges that Tenant has made its own independent determinations with respect to all such matters.

(e) Storage. Any storage space at any time leased to Tenant hereunder shall be used exclusively for storage. Notwithstanding any other provision of this Lease to the contrary, (i) Landlord shall have no obligation to provide heating, cleaning, water or air conditioning therefor, and (ii) Landlord shall be obligated to provide to such storage space only such electricity as will, in Landlord's judgment, be adequate to light said space as storage space. Landlord may require execution of an agreement with respect to the use of any storage areas by Tenant and/or its officers and employees in form satisfactory to Landlord as a condition of any such use by Tenant, its officers and employees.

(f) Holding Over. If Tenant retains possession of the Premises (or any portion thereof) after the termination or expiration of the Lease Term, then Tenant shall, at Landlord's election, become a tenant at sufferance (and not a tenant at will), such possession shall be subject to immediate termination by Landlord at any time, and all of the other terms and provisions of this Lease (excluding any expansion or renewal option or other similar right or option) shall be applicable during such holdover period, except that Tenant shall pay Landlord from time to time, upon demand, as Basic Annual Rent for the holdover period, an amount equal to 150% of the Basic Annual Rent in effect on the termination date, computed on a monthly basis for each month or part thereof during such holding over. All other payments (including payments of Additional Rent) shall continue under the terms of this Lease. In addition, Tenant shall be liable for all damages incurred by Landlord as a result of such holding over, including, without limitation, any claim made by any succeeding tenant based thereon. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided, and this Paragraph shall not be construed as consent for Tenant to retain possession of the Premises. The provisions of this Paragraph 19(f) shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law.

(g) Condition of Premises. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS LEASE, LANDLORD HEREBY DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY THAT THE PREMISES ARE SUITABLE FOR TENANT'S INTENDED PURPOSE OR USE, WHICH DISCLAIMER IS HEREBY

ACKNOWLEDGED BY TENANT. THE TAKING OF POSSESSION BY TENANT SHALL BE CONCLUSIVE EVIDENCE THAT TENANT:

(i) ACCEPTS THE PREMISES, THE BUILDING AND LEASEHOLD IMPROVEMENTS AS SUITABLE FOR THE PURPOSES FOR WHICH THE PREMISES WERE LEASED;

(ii) ACCEPTS THE PREMISES AND PROJECT AS BEING IN GOOD AND SATISFACTORY CONDITION;

(iii) WAIVES ANY DEFECTS IN THE PREMISES AND ITS APPURTENANCES EXISTING NOW OR IN THE FUTURE, EXCEPT THAT TENANT'S TAKING OF POSSESSION SHALL NOT BE DEEMED TO WAIVE LANDLORD'S COMPLETION OF MINOR FINISH WORK ITEMS THAT DO NOT INTERFERE WITH TENANT'S OCCUPANCY OF THE PREMISES; AND

(iv) WAIVES ALL CLAIMS BASED ON ANY IMPLIED WARRANTY OF SUITABILITY OR HABITABILITY.

(h) Quiet Possession. Upon Tenant's paying the Rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the Lease Term hereof without hindrance or ejection by any person lawfully claiming under Landlord, subject to the provisions of this Lease and to the provisions of any (i) covenants, conditions and restrictions, (ii) master lease, or (iii) Security Documents to which this Lease is subordinate or may be subordinated.

(i) Matters of Record. Except as otherwise provided herein, this Lease and Tenant's rights hereunder are subject and subordinate to all matters affecting Landlord's title to the Project recorded in the Real Property Records of the County in which the Project is located, prior to and subsequent to the date hereof, including, without limitation, all covenants, conditions and restrictions. Tenant agrees for itself and all persons in possession or holding under it that it will comply with and not violate any such covenants, conditions and restrictions or other matters of record. Landlord reserves the right, from time to time, to grant such easements, rights and dedications as Landlord deems necessary or desirable, and to cause the recordation of parcel maps and covenants, conditions and restrictions affecting the Premises, the Building or the Project, as long as such easements, rights, dedications, maps, and covenants, conditions and restrictions do not materially interfere with the use of the Premises by Tenant. At Landlord's request, Tenant shall join in the execution of any of the aforementioned documents.

(j) Successors and Assigns. Except as otherwise provided in this Lease, all of the covenants, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. Tenant shall attorn to each purchaser, successor or assignee of Landlord upon the terms and condition hereof.

(k) Brokers. Landlord has entered into an agreement with Landlord's Broker specified in Item 12 of the Basic Lease Provision as representing Landlord, and Landlord shall pay any commissions or fees that are payable to Landlord's Broker with respect to this Lease in accordance with the provisions of a separate commission contract. Landlord shall have no further or separate obligation for payment of commissions or fees to any other real estate broker, finder or intermediary. Tenant represents that it has not had any dealings with any real estate broker, finder

or intermediary with respect to this Lease, other than Landlord's Broker and Tenant's Broker specified in Item 12 of the Basic Lease Provision as representing Tenant. Any commissions or fees payable to Tenant's Broker with respect to this Lease shall be paid exclusively by Landlord's Broker. Each party represents and warrants to the other, that, to its knowledge, no other broker, agent or finder (a) negotiated or was instrumental in negotiating or consummating this Lease on its behalf, and (b) is or might be entitled to a commission or compensation in connection with this Lease. Tenant shall indemnify, protect, defend (by counsel reasonably approved in writing by Landlord) and hold Landlord harmless from and against any and all claims, judgments, suits, causes of action, damages, losses, liabilities and expenses (including attorneys' fees and court costs) resulting from any breach by Tenant of the foregoing representation, including, without limitation, any claims that may be asserted against Landlord by any broker, agent or finder undisclosed by Tenant herein. Landlord shall indemnify, protect, defend (by counsel reasonably approved in writing by Tenant) and hold Tenant harmless from and against any and all claims, judgments, suits, causes of action, damages, losses, liabilities and expenses (including attorneys' fees and court costs) resulting from any breach by Landlord of the foregoing representation, including, without limitation, any claims that may be asserted against Tenant by any broker, agent or finder undisclosed by Landlord herein. The foregoing indemnities shall survive the expiration or earlier termination of this Lease.

(l) Project or Building Name and Signage. Landlord shall have the right at any time to change the name of the Project or Building and to install, affix and maintain any and all signs on the exterior and on the interior of the Project or Building as Landlord may, in Landlord's sole discretion, desire. Tenant shall not use the name of the Project or Building or use pictures or illustrations of the Project or Building in advertising or other publicity or for any purpose other than as the address of the business to be conducted by Tenant in the Premises, without the prior written consent of Landlord. Additionally, Landlord shall have the exclusive right at all times during the Lease Term to change, modify, add to or otherwise alter the name, number, or designation of the Building and/or the Project, and Landlord shall not be liable for claims or damages of any kind which may be attributed thereto or result therefrom.

(m) Examination and Submission of Lease. Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease, and it is not effective as a lease or otherwise until full execution by and delivery to both Landlord and Tenant.

(n) Time. Time is of the essence of this Lease and each and all of its provisions.

(o) Defined Terms and Marginal Headings. The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular and for purposes of Paragraphs 5, 7, 13 and 18, the term Landlord shall include Landlord, its employees, contractors and agents. The marginal headings and titles to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

(p) Conflict of Laws; Prior Agreements; Separability. This Lease shall be governed by and construed pursuant to the laws of the State defined in Item 19 of the Basic Lease Provisions of this Lease. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease. No prior agreement, understanding or representation pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. The illegality, invalidity or unenforceability of any provision of this Lease shall in no way impair or invalidate any other provision of this Lease, and such remaining provisions shall remain in full force and effect.

(q) Authority. If Tenant is a corporation or limited liability company, each individual executing this Lease on behalf of Tenant hereby covenants and warrants that Tenant is a duly authorized and existing corporation or limited liability company, that Tenant has and is qualified to do business in the State, that the corporation or limited liability company has full right and authority to enter into this Lease, and that each person signing on behalf of the corporation is authorized to do so. If Tenant is a partnership or trust, each individual executing this Lease on behalf of Tenant hereby covenants and warrants that he is duly authorized to execute and deliver this Lease on behalf of Tenant in accordance with the terms of such entity's partnership or trust agreement. Tenant shall provide Landlord on demand with such evidence of such authority as Landlord shall reasonably request, including, without limitation, resolutions, certificates and opinions of counsel. This Lease shall not be construed to create a partnership, joint venture or similar relationship or arrangement between Landlord and Tenant hereunder.

(r) Joint and Several Liability. If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Lease as Tenant, the liability of each such individual, corporation, partnership or other business association to pay Rent and perform all other obligations hereunder shall be deemed to be joint and several, and all notices, payments and agreements given or made by, with or to any one of such individuals, corporations, partnerships or other business associations shall be deemed to have been given or made by, with or to all of them. In like manner, if Tenant shall be a partnership or other business association, the members of which are, by virtue of statute or federal law, subject to personal liability, then the liability of each such member shall be joint and several.

(s) Rental Allocation. For purposes of Section 467 of the Internal Revenue Code of 1986, as amended from time to time, Landlord and Tenant hereby agree to allocate all Rent to the period in which payment is due, or if later, the period in which Rent is paid.

(t) Rules and Regulations. Tenant agrees to comply with all rules and regulations of the Building and the Project imposed by Landlord as set forth on Exhibits D-1 and D-2 attached hereto, as the same may be changed from time to time upon reasonable notice to Tenant (collectively, the "Rules and Regulations"). Landlord shall not be liable to Tenant for the failure of any other tenant or any of its assignees, subtenants, or their respective agents, employees, representatives, invitees or licensees to conform to such Rules and Regulations.

(u) Joint Product. This Lease is the result of arms-length negotiations between Landlord and Tenant and their respective attorneys. Accordingly, neither party shall be deemed to be the author of this Lease and this Lease shall not be construed against either party.

(v) Financial Statements. Upon Landlord's written request not more than twice per year unless in the event of refinancing or sale, Tenant shall promptly furnish Landlord, from time to time, with the most current audited financial statements prepared in accordance with generally accepted accounting principles, certified by Tenant and an independent auditor to be true and correct, reflecting Tenant's then current financial condition. Tenant hereby represents and warrants that financial statements and other information furnished by Tenant to Landlord are true, accurate and complete, and such representation and warranty shall survive the execution and termination of this Lease and is material consideration relied upon by Landlord in executing this Lease. Any false, misleading or inaccurate statement made by Tenant therein shall constitute a material breach and an event of default hereunder.

(w) Force Majeure. Notwithstanding anything to the contrary contained in this Lease, if either party is prevented from, or delayed in, performing any obligation hereunder by any strike, labor dispute, weather, fire, flood, or other casualty or act of God, war, terrorist act, shortage of



services, labor or materials or reasonable substitutes therefor, governmental action, civil commotion, incidence of disease or other illness that reaches governmentally-recognized epidemic or pandemic proportions (expressly including the novel coronavirus 2019, *i.e.*, COVID-19), governmental restrictions, regulations, or controls, delay in issuance of permits beyond time periods typical for the area and other delays by governmental agencies or authorities, or other cause beyond such party's reasonable control (collectively, "Force Majeure"), such obligation shall be excused during (and any time period for the performance of such obligation shall be extended by) the period of such prevention or delay that was outside of such party's reasonable control and that could not have been reasonably anticipated or avoided, except, however, there shall be no such excuse or extension with respect to, and Force Majeure shall not affect, Tenant's obligations imposed with regard to Rent and other charges to be paid by Tenant pursuant to this Lease and Tenant's obligations under Paragraph 6 and Paragraph 8 of this Lease and Paragraph 19(f) of this Lease and any extension of the Construction Termination Date as set forth in Paragraph (d) of Exhibit B to this Lease.

(x) Union Contracts. Following notice from Landlord of any union contracts affecting the Land or the Project, Tenant agrees that the exercise of its rights pursuant to the provisions of Paragraph 4 of this Lease or any other provisions of this Lease or the Exhibits hereto shall not be done in a manner which would violate such union contracts, nor create any lawful work stoppage, picketing, labor disruption or dispute or any interference with the business of Landlord or any tenant or occupant of the Project.

(y) Office and Communication Services. Landlord has advised Tenant that certain office and communications services may be offered to tenants of the Building by a concessionaire under contract with Landlord ("Provider"). Tenant shall be permitted to contract with Provider for the provision of any or all of such services on such terms and conditions as Tenant and Provider may agree. Tenant acknowledges and agrees that: (i) Landlord has made no warranty or representation to Tenant with respect to the availability of any such services, or the quality, reliability or suitability thereof; (ii) the Provider is not acting as the agent or representative of Landlord in the provision of such services, and Landlord shall have no liability or responsibility for any failure or inadequacy of such services, or any equipment or facilities used in the furnishing thereof, or any act or omission of Provider, or its agents, employees, representatives, officers or contractors; (iii) Landlord shall have no responsibility or liability for the installation, alteration, repair, maintenance, furnishing, operation, adjustment or removal of any such services, equipment or facilities; and (iv) any contract or other agreement between Tenant and Provider shall be independent of this Lease, the obligations of Tenant hereunder, and the rights of Landlord hereunder, and, without limiting the foregoing, no default or failure of Provider with respect to any such services, equipment or facilities, or under any contract or agreement relating thereto, shall have any effect on this Lease or give to Tenant any offset or defense to the full and timely performance of its obligations hereunder, or entitle Tenant to any abatement of Basic Annual Rent or Additional Rent or any other payment required to be made by Tenant hereunder, or constitute any accrual or constructive eviction of Tenant, or otherwise give rise to any other claim of any nature against Landlord.

(z) Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument. Landlord and Tenant hereby agree not to conduct the transactions or communications contemplated by this Lease by electronic means, except as otherwise specifically provided in this Lease, including this Paragraph 19(z); nor shall the use of the phrase "in writing" or the word "written" be construed to include electronic communications except as otherwise specifically provided in this Lease. To facilitate execution of this Lease, the parties may execute and exchange counterparts of this Lease and any amendment hereto via attachment to electronic mail (\*.pdf or similar file types). The

parties further agree that counterparts of this Lease or any amendment hereto may be signed electronically via Adobe Sign, DocuSign protocol or other electronic platform. All such signatures may be used in the place of original “wet ink” signatures to this Lease or any amendment hereto and shall have the same legal effect as the physical delivery of an original signature.

(aa) Waiver of Jury Trial. [TENANT AND LANDLORD WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION SEEKING SPECIFIC PERFORMANCE OF ANY PROVISION OF THIS LEASE, FOR DAMAGES FOR ANY BREACH UNDER THIS LEASE, OR OTHERWISE FOR ENFORCEMENT OF ANY RIGHT OR REMEDY HEREUNDER OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN LANDLORD AND TENANT ARISING OUT OF THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.

(bb) Tenant Compliance.

(i) OFAC Compliance. Tenant certifies, represents, warrants and covenants to Landlord that: (A) it is not, and shall not during the Lease Term become, a person or entity with whom Landlord is restricted from doing business under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H. R. 3162, Public Law 107-56 (commonly known as the “USA Patriot Act”) and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto (collectively, “Anti-Terrorism Laws”), including, without limitation, persons and entities named on the Office of Foreign Assets Control Specially Designated Nationals and Blocked Persons List (collectively, “Prohibited Persons”); (B) to the best of its knowledge, it is not currently engaged in any transactions, provision of services to, or dealings with, or otherwise associated with, any Prohibited Persons, nor otherwise engaged in any activity that would violate Anti-Terrorism Laws in connection with the use or occupancy of the Premises or the Building; and (C) it will not, during the Lease Term, engage in any transactions, provide services to, deal with, or be otherwise associated with, any Prohibited Persons, nor will it engage in any other activity that would violate Anti-Terrorism Laws in connection with the use or occupancy of the Premises or the Building.

(ii) Anti-Corruption Compliance. Tenant certifies, represents, warrants and covenants to Landlord that it shall not during the Lease Term engage in activities that would violate the provisions of the U.S. Foreign Corrupt Practices Act and the anti-bribery laws of other nations generally. Accordingly, (A) Tenant has not, and shall not, in connection with its performance under this Lease, or in connection with any other business transactions involving Landlord or the Premises, made, promised, or offered to make any payment or transfer of anything of value, directly or indirectly to any US or non-US government official or to an intermediary for payment to any such government official; and, (B) Tenant has not, and shall not, in connection with its performance under this Lease, or in connection with any other business transactions involving Landlord or the Premises, made, promised, or offered to make any payments or transfers of value that have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

(iii) Anti-Money Laundering Compliance. Tenant certifies, represents, warrants and covenants to Landlord that it shall not during the Lease Term engage in activities that would violate the provisions of the US Bank Secrecy Act as amended by the

USA Patriot Act (“AML Laws”). In this regard Tenant will not engage in, facilitate or permit the Premises or the Building to be used in connection with transactions that in any way involve the proceeds of crime under US law or are related to the financing of terrorist activities. Further, Tenant will not use proceeds of crime to pay its obligations under the Lease.

(iv) Breach. If at any time after the date hereof Tenant becomes a Prohibited Person or is accused by The Office of Foreign Assets Control or other Federal Authorities of being associated with a person designated as a Prohibited Person, then it shall notify Landlord within five (5) business days after becoming aware of such designation. If at any time after the date hereof Tenant becomes a Prohibited Person or Tenant otherwise breaches any certification, representation, warranty or covenant set forth in this Paragraph (bb), then such event shall constitute an event of default hereunder, entitling Landlord to any and all remedies under this Lease or at law or in equity (including the right to immediately terminate this Lease), without affording Tenant any notice or cure period. Tenant hereby agrees to defend (with counsel reasonably acceptable to Landlord), indemnify, and hold harmless Landlord from and against any and all claims arising from or related to any such breach of the foregoing certifications, representations, warranties and covenants. Tenant’s indemnification obligations in this Paragraph (bb) shall survive the expiration or earlier termination of this Lease.

(cc) ERISA. Tenant represents, warrants and covenants to Landlord and the Designated Landlord Parties that, as of the date hereof and throughout the Lease Term, Tenant is not, and is not entering into this Lease on behalf of, (i) an employee benefit plan, (ii) a trust holding assets of such a plan or (iii) an entity holding assets of such a plan. Notwithstanding any terms to the contrary in the Lease, in no event may Tenant assign or transfer its interest under this Lease to a third party who is, or is entering into the Lease on behalf of, (x) an employee benefit plan, (y) a trust holding assets of such a plan, or (z) an entity holding assets of such a plan if such transfer would could cause Landlord to incur any prohibited transaction excise tax penalties or other materially adverse consequences under the Employee Retirement Income Security Act of 1974, as amended, Section 4975 of the Internal Revenue Code of 1986, as amended or similar law. Notwithstanding any provision in this Lease to the contrary, the representations, warranties, covenants and agreements set forth in this Paragraph are intended to inure to the benefit of both Landlord and the Designated Landlord Parties and the Designated Landlord Parties shall be entitled to rely hereon and enforce the provisions of this Paragraph. Tenant acknowledges and agrees that as a condition to the effectiveness of any assignment of, or sublease under, this Lease, and as a requirement and condition of the effectiveness of any consent to assignment or sublease by Landlord pursuant to this Lease, Tenant shall cause the assignee or sublessee to reaffirm, on behalf of such assignee or sublessee, the representations of this Paragraph and Paragraph 19(bb) above, and it shall be reasonable for Landlord to refuse to consent to an assignment of this Lease or sublease of the Premises in the absence of such reaffirmation.

(dd) Inducement Recapture in Event of Default. Any agreement by Landlord for free or abated rent or other charges applicable to the Premises, or for the giving or paying by Landlord to or for Tenant of any cash or other bonus, inducement or consideration for Tenant’s entering into this Lease, including, but not limited to, any tenant finish allowance, all of which concessions are hereinafter referred to as “Inducement Provisions” shall be deemed conditioned upon Tenant’s full and faithful performance of all of the terms, covenants and conditions of this Lease to be performed or observed by Tenant during the term hereof as the same may be extended. Upon the occurrence of an event of default of this Lease by Tenant which is not cured after all applicable notice and cure periods, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any unamortized rent, other charge, bonus, inducement or

consideration theretofore abated, given or paid by Landlord under such an Inducement Provision shall be immediately due and payable by Tenant to Landlord, and recoverable by Landlord, as additional rent due under this Lease. The acceptance by Landlord of rent or the cure of the event of default which initiated the operation of this Paragraph 19(dd) shall not be deemed a waiver by Landlord of the provisions of this Paragraph 19(dd) unless specifically so stated in writing by Landlord at the time of such acceptance.

(ee) Recording. Tenant shall not record or file this Lease, or any assignment or security document pertaining to this Lease or all or any part of Tenant's interest therein without the prior written consent of Landlord, which consent may be subject to such conditions as Landlord shall deem appropriate in its sole discretion.

(ff) Cannabis. Tenant agrees that the Premises shall not be used for the use, growing, producing, processing, storing (short or long term), distributing, transporting, or selling of cannabis, cannabis derivatives, or any cannabis containing substances, or any office uses related to the same.

## 20. **SIGNAGE**

Tenant shall have the right to install, at Tenant's expense (subject to application of Landlord's Construction Allowance), signage displaying the name "Celebree School" and/or its federally registered, trademarked logo on the exterior of the Building and/or a future exterior pylon (to the extent such pylon is approved by Landlord) (collectively, "the **Exterior Signage**"). The location, size, appearance, type, content, manner of attachment, and other specifications of the Exterior Signage shall be subject to the prior written approval of Landlord in all respects, which approval shall not be unreasonably withheld, conditioned, or delayed so long as such Exterior Signage complies with this Lease, applicable Laws (including, without limitation, the Fairfax County Zoning Ordinance) all matters of record, and the signage criteria attached hereto as **Exhibit D-3** (the "**Signage Criteria**"). The Exterior Signage shall be installed by Tenant, at Tenant's sole cost and expense (subject to application of Landlord's Construction Allowance), and shall at all times be maintained, operated, repaired, replaced, and removed by Tenant, at Tenant's sole cost and expense, in good condition, appearance, and repair, and in compliance with any and all applicable Laws, matters of record and the Signage Criteria. In addition to the Exterior Signage, Tenant may place "Coming Soon" signs or banners and "Grand Opening/Now Open" signs or banners in mutually acceptable locations for up to four (4) weeks before and after Tenant's opening for business. Any alterations, improvements, modifications, replacements, or additions to the Exterior Signage shall not be permitted without Landlord's prior written consent thereto in each instance, which consent shall not be unreasonably withheld, conditioned, or delayed so long as such alterations, improvements, modifications, replacements, or additions are consistent with this Lease, applicable Laws, matters of record, and the Signage Criteria. Upon the expiration or earlier termination of this Lease or Tenant's right to possession hereunder, Tenant shall be responsible for removing such Exterior Signage and repairing any damage to the Building or the Project by such Exterior Signage, or the removal thereof, all at Tenant's sole cost and expense.

## 21. **EXTENSION OPTIONS**

(a) Subject to the terms and provisions of this Paragraph 21, Tenant is hereby granted one (1) option (the "Extension Option") to extend the Term of this Lease for an additional period of five (5) years commencing immediately upon expiration of the initial Term (the "Extended Term"). The Extension Option shall be exercised by Tenant, if at all, by giving written notice (the "Extension Notice") to Landlord on or before, but not later than, the last day of the one hundred eighth (108<sup>th</sup>) full calendar month following the Commencement Date (the "Extension Option Exercise Date") In the event that Tenant fails to deliver the Extension Notice to Landlord by the

Extension Option Exercise Date, Tenant shall be deemed to have irrevocably waived the Extension Option, and the same shall be null, void, and of no further force or effect.

(b) The Extended Term shall be on the same terms, covenants, and conditions of this Lease, excluding the provisions of this Paragraph 21, and except for the payment of Basic Rent during the Extended Term. Tenant shall have no further rights to extend this Lease beyond the Extended Term. Any termination of this Lease during the then-current Term or the First Extended Term, as the case may be, shall terminate all rights of Tenant hereunder. In addition to the Basic Rent as hereinafter provided, Tenant shall and hereby agrees to continue to pay to Landlord Additional Rent, including, without limitation, Tenant's Proportionate Share of Operating Costs and Taxes, in accordance with the terms and provisions of this Lease, including, without limitation, Paragraph 3 hereof.

(c) The Basic Rent during the Extended Term shall be at the Market Rental Rate (as hereinafter defined) applicable during the Extended Term (including such annual escalations as may be included as part of such determination). For purposes hereof, "Market Rental Rate" shall mean the net rental, as of the date for which such Market Rental Rate is being calculated, per annum, per rentable square foot for comparable space of comparable size for a similar term for comparably credit-worthy tenants for lease renewals by reference to "first-class" space primarily in the Project, and secondarily in other comparable office buildings in Reston, Virginia ("Comparable Buildings"), but excluding those leases where the tenant has an equity interest in the property, and taking into account, as appropriate, any then-applicable rental concessions. Within thirty (30) days following Landlord's receipt of Tenant's written request therefor (which request may be submitted by Tenant at any time on or after the last day of the one hundred fifth (105<sup>th</sup>) full calendar month following the Commencement Date), Landlord shall advise Tenant of Landlord's determination of the Basic Annual Rent at which Landlord is prepared to offer the Premises to Tenant for the Extended Term ("Landlord's Extended Term Rent Notice"). Tenant shall thereafter deliver the Extension Notice to Landlord on or before, but not later than, the Extension Option Exercise Date, which Extension Notice shall state with specificity that (i) Tenant elects to exercise the Extension Option on the terms outlined in Landlord's Extended Term Rent Notice, (ii) Tenant elects to exercise its the Extension Option but disagrees with the Market Rental Rate set forth in Landlord's Extended Term Rent Notice (and setting forth Tenant's good faith calculation of the applicable Market Rental Rate), or (iii) Tenant declines to exercise its Extension Option (in which event Tenant shall be deemed to have irrevocably rescinded Tenant's Extension Notice). The Extension Notice and the election outlined therein shall be final and binding. In the event that Tenant shall fail to provide the Extension Notice on or before the Extension Option Exercise Date, or shall deliver the Extension Notice electing the option set forth in clause (iii) above, Tenant shall be deemed to have irrevocably waived its Extension Option hereunder. In the event that Tenant shall deliver the Extension Notice electing the option set forth in clause (i) above, the Market Rental Rate applicable during the Extended Term shall be as set forth in Landlord's Extended Term Rent Notice. In the event that Tenant shall deliver the Extension Notice electing the option set forth in clause (ii) above, the Market Rental Rate shall be determined as follows:

(i) Landlord and Tenant, within ten (10) days thereafter, shall each simultaneously submit to the other, in a sealed envelope, its good faith estimate of the Market Rental Rate (collectively referred to as the "Estimates"), as determined in accordance with this Paragraph 21(c). If the higher of such Estimates is not more than one hundred five percent (105%) of the lower of such Estimates, then the Market Rental Rate shall be the average of the two Estimates.

(ii) If the Market Rental Rate is not so resolved by the exchange of Estimates (i.e., if the higher of such Estimates is more than one hundred five percent (105%) of the

lower of such Estimates), Landlord and Tenant, within ten (10) days after the exchange of Estimates, shall each select a commercial real estate broker to determine which of the two Estimates most closely reflects the Market Rental Rate for the First Extended Term or the Second Extended Term, as the case may be, as determined in accordance with this Paragraph 21(c). Each commercial real estate broker selected pursuant to this Paragraph 21(c) shall be a licensed commercial real estate broker in good standing, shall have had at least five (5) years' experience within the previous ten (10) years as a commercial real estate broker working in the greater Reston, Virginia marketplace, shall have working knowledge of current rental rates and practices therein, and shall not be affiliated with either Landlord or Tenant. Upon selection, Landlord's and Tenant's commercial real estate brokers shall work together in good faith to agree upon which of the two Estimates most closely reflects the Market Rental Rate for the First Extended Term or the Second Extended Term, as applicable, as determined in accordance with this Paragraph 21(c). The Estimate chosen by such commercial real estate brokers shall be binding on both Landlord and Tenant as the Market Rental Rate for the Premises.

(iii) If either Landlord or Tenant fails to appoint a commercial real estate broker within the ten (10) day period referred to above, the commercial real estate broker appointed by the other party shall be the sole commercial real estate broker for the purposes hereof. If the two commercial real estate brokers cannot agree upon which of the two Estimates most closely reflects the Market Rental Rate, as determined in accordance with this Paragraph 21(c), within thirty (30) days after their appointment, then, within ten (10) days after the expiration of such 30-day period, the two commercial real estate brokers shall select a third commercial real estate broker meeting the aforementioned criteria (or, if such two commercial real estate brokers are unable to select a third commercial real estate broker, such selection shall be made by the Executive Director of the Reston, Virginia chapter of BOMA). Once the third commercial real estate broker has been selected as provided for above, then, as soon thereafter as practicable, but in any case within fourteen (14) days, the third commercial real estate broker shall make his or her determination of which of the two Estimates most closely reflects the Market Rental Rate, as determined in accordance with this Paragraph 21(c), and such Estimate shall be binding on both Landlord and Tenant as the Market Rental Rate for the Premises. If the third commercial real estate broker believes that expert advice would materially assist, such commercial real estate broker may retain one or more qualified persons to provide such expert advice. The parties shall share equally in the costs of the third commercial real estate broker and of any experts retained by the third commercial real estate broker. Any fees of any commercial real estate broker, counsel, or experts engaged directly by Landlord or Tenant, however, shall be borne by the party retaining such commercial real estate broker, counsel, or expert.

(d) It shall be a condition of Tenant's right to exercise the Extension Option that (i) neither this Lease, nor Tenant's right to possession hereunder, shall have previously been terminated, (ii) Tenant is not then in Default under any of the terms, covenants, or conditions of this Lease at the time that Tenant delivers the Extension Notice or upon the commencement of the Extended Term (iii) Tenant has not assigned this Lease, in whole or in part, or sublet all or any portion of the Premises (other than to a Permitted Transferee), at the time that Tenant delivers the Extension Notice or upon the commencement of the Extended Term, and (iv) Tenant or a Tenant Affiliate is then leasing and occupying the entirety of the Premises demised under this Lease at the time that Tenant delivers and upon the commencement of the Extended Term.

(e) In the event that Tenant exercises the Extension Option under this Paragraph 21, Tenant agrees to execute and deliver to Landlord an amendment to this Lease setting forth the terms

of the Extension Option within ten (10) business days following the date on which Landlord delivers such amendment to Tenant.

22. **EXCLUSIVITY**

(a) Subject to the terms and provisions of this Paragraph 22, as well as any and all Laws applicable thereto, and provided further that Tenant (or a Tenant Affiliate) is then leasing and occupying the entirety of the Premises for the Permitted Use hereunder and is then conducting business therein, and provided, further, that Tenant is not then in Default hereunder, Landlord agrees that it shall not, during the Lease Term, hereafter enter into a lease for any space located in the Building with any third party tenant whose primary use of the premises to be demised thereunder will be to own, maintain, operate, engage in, grant a franchise to, advise, help, make loans to, lease property to, or have an interest in any "Competing Business", which is defined as any business that provides childcare services, educational services or programs, enrichment programs for children, or before and after-school programs for school-aged children, without the prior written consent of Tenant. Except as permitted in Paragraph 22(b) below, if a Competing Business begins operations in the Building, Tenant may seek injunctive relief to enjoin or restrain such Competing Business from engaging in a competing use at Landlord's sole cost and expense.

(b) Notwithstanding anything herein to the contrary, the foregoing restriction shall not prohibit: (i) the lease of any space to any entity not designated as a Competing Business which acquires, merges, or consolidates with a Competing Business after the date of this Lease, or any leases at the Building in effect as of the date of this Lease; (ii) Landlord from consenting to any assignment or sublease to a Competing Business under a lease in the Building in effect as of the date of this Lease (except to the extent that Landlord either (A) has the express right under the applicable underlying lease to withhold consent to such assignment or sublease in its reasonable discretion, or (B) has the express right under the applicable underlying lease to reasonably withhold consent to such assignment or sublease on the basis that such assignment or sublease will or might violate the exclusivity provisions set forth herein), but not under a lease in the Building entered into after the date of this Lease; (iii) the lease or occupancy of any space in the Building by a tenant who has been permitted by court order to assume a lease or otherwise operate its business in the Building as the result of a bankruptcy, insolvency, or similar action; (iv) the lease or occupancy of any space in the Building by a business operated by Tenant or a Permitted Transferee, or any parent, subsidiary, or affiliate entity of Tenant or such Permitted Transferee; or (v) the lease or occupancy of any space in the Building by a tenant who has been permitted to operate as a result of an action or order by a court of competent jurisdiction.

23. **GUARANTY OF LEASE**

Concurrently with the execution of this Lease, Tenant shall cause (i) Franchisor to execute and deliver in favor of Landlord, the Guaranty attached hereto as Exhibit K, and (ii) Edward and Josephine Johnson to execute and deliver in favor of Landlord, the Guaranty attached hereto as Exhibit L.

*[SIGNATURE PAGE TO FOLLOW]*


**SIGNATURE PAGE TO LEASE  
BY AND BETWEEN  
PRIII SUNSET HILLS VIRGINIA LLC, AS LANDLORD, AND  
EJJ HOLDINGS LLC DBA CELEBREE SCHOOL OF RESTON, AS TENANT**

IN WITNESS WHEREOF, intended to be legally bound hereby, the parties hereto, by their duly authorized representatives, have executed and sealed this Lease with the intention that this Lease constitutes an instrument under seal, and that the parties have executed this Lease to be effective as of the Date of this Lease.

LANDLORD:

**PRIII SUNSET HILLS VIRGINIA LLC**, a Delaware limited liability company

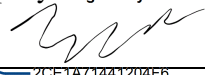
By: Penzance Management LLC, a Delaware limited liability company, property management agent for Landlord

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Amy Ziegler  
Title: Vice President

Dated: April 12, 2021

TENANT:

**EJJ HOLDINGS LLC**, a Virginia limited liability company dba Celebree School of Reston

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: April 12, 2021







**EXHIBIT B****WORK LETTER**

THIS WORK LETTER is attached as **Exhibit B** to the Lease between PRIII Sunset Hills Virginia LLC, a Delaware limited liability company, as Landlord, and E JJ Holdings LLC dba Celebree School, as Tenant, and constitutes the further agreement between Landlord and Tenant as follows:

1. **Tenant Improvements; Landlord's Construction Allowance.** The leasehold improvements to be constructed by Tenant (the "**Tenant Improvements**"), at Tenant's sole cost and expense (except for the Landlord's Construction Allowance), shall be constructed in accordance with the Final Plans to be submitted by Tenant and reviewed and approved by Landlord in accordance with the provisions of Paragraph (2) of this **Exhibit B**.

(a) Landlord shall have no obligation to construct or to pay for the construction of the Tenant Improvements. However, Landlord agrees to contribute toward the cost of construction of the Tenant Improvements the cash sum equal to the Landlord's Construction Allowance. The Landlord's Construction Allowance will be reduced by a coordination fee/construction management fee payable to Landlord equal to \$13,544. The Landlord's Construction Allowance will be further reduced by any consulting or architectural fees and by any inspection or permitting fees incurred by Landlord. The construction costs that may be reimbursed from the Landlord's Construction Allowance shall include only the following: costs of labor, equipment, supplies and materials furnished for construction of the Tenant Improvements; governmental fees and charges for required permits, plan checks, and inspections for the Tenant Improvements; charges of Tenant's design professionals; and charges of Landlord's design professionals for review of plans and monitoring of construction or installation of the Tenant Improvements. No other costs, fees or expenses of the Tenant Improvements shall be reimbursable out of the Landlord's Construction Allowance. Notwithstanding anything in the Lease or in this Work Letter to the contrary, the Landlord's Construction Allowance may not be used as a credit against Rent or for any improvements or alterations for the occupancy of the Premises by any sublessee or assignee of Tenant, to the extent any sublease or assignment is permitted by the terms of the Lease.

(b) Landlord shall disburse the Landlord's Construction Allowance in accordance with the disbursement procedures set forth below, the satisfaction of all of which is a condition precedent to Landlord's disbursement obligations (collectively, the "**Allowance Conditions**"):

(i) Disbursements shall be made in three (3) progress payments (plus disbursement of the retainage as hereinafter provided) as follows: (1) when the Tenant Improvements are one-third (1/3) complete (based on the costs incurred to date relative to the overall cost of the Tenant Improvements), (2) when the Tenant Improvements are two-thirds (2/3) complete (based on the costs incurred to date relative to the overall cost of the Tenant Improvements), and (3) when the Tenant Improvements have been Substantially Completed, subject to punchlist items. At such time as the Tenant Improvements have reached the required stage of completion, Tenant shall make a Disbursement Request (defined below) to Landlord. Except for the final disbursement of Landlord's Construction Allowance as described in Paragraph 1(b)(viii), in no event will monthly disbursements exceed ninety-five percent (95%) of the amount requested in a Disbursement Request.

(ii) Tenant shall have given Landlord a written request for any desired disbursement (a "**Disbursement Request**"), specifying the amount of the requested disbursement and accompanied by a written statement by Tenant describing the expenses to be paid from such disbursement.

(iii) Tenant shall have delivered to Landlord (A) evidence satisfactory to Landlord in its reasonable judgment (which may include, without limitation, lien waivers or partial waivers in the statutory form, as appropriate) demonstrating that the amount of the requested disbursement is for permissible costs for work theretofore performed and for which no previous disbursement from Landlord's Construction Allowance was made, (B) contractor and subcontractor lien waivers or partial lien waivers in the forms attached hereto as **Exhibit B-2** and **Exhibit B-3**, as appropriate, and such other evidence satisfactory to Landlord in its reasonable judgment, evidencing that all previous disbursements from Landlord's Construction Allowance have been properly applied to pay for those costs for which such previous disbursements were made, and (C) such evidence as Landlord may reasonably require (which may include an inspection by Landlord or its representative) to verify that the subject of any such Disbursement Request and any other work has been completed.

(iv) On or before the date on which Tenant desires Landlord to make a disbursement (which shall be at least thirty (30) days after all requirements of **Paragraph 1(b)(iii)** have been delivered to Landlord), Landlord shall make the requested disbursement to Tenant.

(v) There shall be no event of default by Tenant under the Lease beyond any applicable notice and cure periods provided for in the Lease.

(vi) Landlord shall not have any responsibility to Tenant (A) to see that any work for which reimbursement is requested hereunder is constructed in accordance with applicable plans and specifications, or that such work will be completed, or that sufficient funds (above and beyond Landlord's Construction Allowance) are available for completion, or (B) for mechanics' liens or claims by contractors, subcontractors, materialmen or any others hired by Tenant to do work in the Premises, subject to Landlord's obligations hereunder to disburse Landlord's Construction Allowance. Additionally, Landlord shall not be required to disburse funds in excess of Landlord's Construction Allowance.

(vii) All conditions to Landlord's obligation to disburse Landlord's Construction Allowance are for the exclusive benefit of Landlord. Any or all such conditions may be waived or relaxed at any time or times by Landlord, at its sole and exclusive option. No such waiver or relaxation in any particular instance shall affect Landlord's discretion in dealing with any such condition in any other instance.

(viii) Except for the final disbursement of Landlord's Construction Allowance, in no event will monthly disbursements exceed ninety-five percent (95%) of the amount requested in a Disbursement Request. At the time of Substantial Completion and upon satisfaction of the foregoing conditions, together with Landlord's receipt of final contractor and subcontractor lien waivers in the forms attached hereto as **Exhibit B-3**, a final signed inspection record for the Premises from Fairfax County, and a complete set of the final "as built" plans and specifications substantially conforming to the Final Plans in both hard copy and CAD format, Landlord shall disburse the final five percent (5%) of Landlord's Construction Allowance (plus any other portion of Landlord's Construction Allowance (i.e., exclusive of the five percent (5%) retainage) that then remains unfunded to the extent Tenant is entitled to receive the same). Notwithstanding anything herein to the contrary, in no event shall Landlord be required to spend in excess of Landlord's Construction Allowance with respect to the construction of the Tenant Improvements.

(ix) If the actual cost of the Tenant Improvements is less than the Landlord's Construction Allowance, then Tenant shall not receive any credit whatsoever for the difference between the actual cost of the Tenant Improvements and Landlord's Construction Allowance except as expressly provided in Paragraph 1(a) of this **Exhibit B**.

(c) In addition to Landlord's Construction Allowance, Landlord shall provide pay Tenant or directly to the Architect (provided that Landlord has been provided with an invoice from the Architect) a test fit allowance in the amount of (A) twelve cents (\$0.12), multiplied by (B) the Rentable Area of the Premises.

(d) Notwithstanding anything in this Lease to the contrary, Landlord's Construction Allowance shall be used only for the construction of the Tenant Improvements, and if construction of the Tenant Improvements has not completed and the Allowance Conditions (defined below) have not been satisfied, all within eighteen (18) months following the Date of this Lease (the "Construction Termination Date"), then Landlord's obligation to provide the Landlord's Construction Allowance shall terminate and become null and void, and Tenant shall be deemed to have waived its rights in and to said Landlord's Construction Allowance.

2. **Preparation and Review of Plans for Tenant Improvements.** Tenant has retained an architect licensed in the Commonwealth of Virginia (the "Architect"), and the Architect has prepared (or will prepare) certain plans, drawings and specifications (the "Preliminary Plans") for the construction of the Tenant Improvements in the Premises to be installed in the Premises by a general contractor selected by Tenant pursuant to this Work Letter. Tenant shall deliver the Preliminary Plans to Landlord within one hundred twenty (120) days after the date of this Lease. Landlord shall have ten (10) business days after Landlord's receipt of the proposed Preliminary Plans to review the same and notify Tenant in writing of any comments or required changes, or to otherwise give its approval or disapproval of such proposed Preliminary Plans. If Landlord fails to give written comments to or approve the Preliminary Plans within such ten (10) business day period, then Landlord shall be deemed to have rejected the Preliminary Plans as submitted. Tenant shall have ten (10) business days following its receipt of Landlord's comments and objections to redraw the proposed Preliminary Plans in compliance with Landlord's request and to resubmit the same for Landlord's final review and approval or comment within ten (10) business days of Landlord's receipt of such revised plans. Such process shall be repeated twice and if at such time final approval by Landlord of the proposed Preliminary Plans has not been obtained, then Landlord shall complete such Preliminary Plans, at Tenant's sole cost and expense, to reflect Landlord's objections or comments. Within thirty (30) days after Landlord has approved the Preliminary Plans, Tenant shall have the Architect prepare the Final Plans (as hereinafter defined). The "Final Plans" shall include the complete and final layout, plans and specifications for the Premises showing all doors, light fixtures, electrical outlets, telephone outlets, wall coverings, plumbing improvements (if any), data systems wiring, floor coverings, wall coverings, painting, any other improvements to the Premises beyond the shell and core improvements provided by Landlord and any demolition of existing improvements in the Premises. The improvements shown in the Final Plans shall (i) utilize Landlord's building standard materials and methods of construction, (ii) be compatible with the shell and core improvements and the design, construction and equipment of the Premises, and (iii) comply with all applicable laws, rules, regulations, codes and ordinances. Tenant, using the Architect, shall prepare or cause to be prepared and submitted the Final Plans, concurrently, and in each case by receipted courier or delivery service, to Landlord's construction representative, Dean Neiman, c/o Penzance, 1680 Wisconsin Avenue, NW, Suite 300, Washington, DC, 20007 ("Landlord's Construction Representative"), for Landlord's review and approval, which shall be consistent with the description of the Tenant Improvements set forth in the Preliminary Plans.

(a) Each set of proposed Final Plans furnished by Tenant shall include at least two (2) sets of prints. The Final Plans shall be compatible with the design, construction, and equipment of the Building, and shall be capable of logical measurement and construction. Unless Landlord shall

otherwise agree in writing, the Final Plans shall be signed/stamped by the Architect, and shall include (to the extent relevant or applicable) such additional plans reasonably requested by Landlord related to the Tenant Improvements, including, without limitation, any and all additional plans related to Tenant's specific use of the Premises, or as may be required by local city ordinance or building code.

(b) Tenant shall submit all Final Plans concurrently to Landlord's construction representative and offices, as designated above, for Landlord's review and approval. Landlord shall have ten (10) business days after Landlord's receipt of the proposed Final Plans to review the same and notify Tenant in writing of any comments or required changes, or to otherwise give its approval or disapproval of such proposed Final Plans. If Landlord fails to give written comments to or approve the Final Plans within such ten (10) business day period, then Landlord shall be deemed to have rejected the Final Plans as submitted. Tenant shall have ten (10) business days following its receipt of Landlord's comments and objections to redraw the proposed Final Plans in compliance with Landlord's request and to resubmit the same for Landlord's final review and approval or comment within ten (10) business days of Landlord's receipt of such revised plans. Such process shall be repeated as necessary until final approval by Landlord of the proposed Final Plans has been obtained. Landlord may at any time by written notice given in accordance with the notice provisions of the Lease change the name and/or address of the designated Landlord's construction representative to receive plans delivered by Tenant to Landlord. In the event that Tenant disagrees with any of the changes to the proposed Final Plans required by Landlord, then Landlord and Tenant shall consult with respect thereto and each party shall use all reasonable efforts to promptly resolve any disputed elements of such proposed Final Plans. If such Final Plans are not resolved by Landlord and Tenant, then Tenant shall accept Landlord's final changes to the proposed Final Plans. For purposes hereof, "business days" shall be all calendar days except Saturdays and Sundays and holidays observed by national banks in the State in which the Premises are situated.

(c) Notwithstanding the preceding provisions of this Paragraph 2, under no circumstances whatsoever shall (i) any combustible materials be utilized above finished ceiling or in any concealed space, (ii) any structural load, temporary or permanent, be placed or exerted on any part of the Building without the prior written approval of Landlord, or (iii) any holes be cut or drilled in any part of the roof or other portion of the Building shell without the prior written approval of Landlord.

(d) In the event that Tenant proposes any changes to the Final Plans (or any portion thereof) after the same have been approved by Landlord, Landlord shall not unreasonably withhold its consent to any such changes, provided the changes do not, in Landlord's reasonable opinion, adversely affect the Building structure, systems, or equipment, or the external appearance of the Premises.

(e) As soon as the Final Plans (or a portion thereof sufficient to permit commencement of construction or installation of the Tenant Improvements, if Tenant elects to proceed with a "fast track" construction) are mutually agreed upon, Tenant shall use diligent efforts to obtain all required permits, authorizations, and licenses from appropriate governmental authorities for construction of the Tenant Improvements (or such portion thereof, as applicable). Tenant shall be solely responsible for obtaining any business or other license or permit required for the conduct of its business at the Premises.

3. **Construction of the Tenant Improvements.** Construction or installation of the Tenant Improvements shall be performed by a licensed general contractor or contractors selected by Tenant and approved by Landlord, such approval not to be unreasonably withheld or delayed (the "Tenant's

Contractor,” whether one or more), pursuant to a written construction contract negotiated and entered into by and between the Tenant’s Contractor and Tenant and approved by Landlord. Each such contract shall (i) obligate Tenant’s Contractor to comply with all rules and regulations of Landlord relating to construction activities in the Building, (ii) name Landlord as an additional indemnitee under the provisions of the contract whereby the Tenant’s Contractor holds Tenant harmless from and against any and all claims, damages, losses, liabilities and expenses arising out of or resulting from the performance of such work, (iii) name Landlord as a beneficiary of (and a party entitled to enforce) all of the warranties of the Tenant’s Contractor with respect to the work performed thereunder and the obligation of the Tenant’s Contractor to replace defective materials and correct defective workmanship for a period of not less than one (1) year following final completion of the work under such contract, (iv) evidence the agreement of the Tenant’s Contractor that the provisions of the Lease shall control over the provisions of the contract with respect to distribution or use of insurance proceeds, in the event of a casualty during construction, and (v) evidence the waiver and release by the Tenant’s Contractor of any lien or right to assert a lien on all or any portion of the fee estate of Landlord in and to the Building as a result of the work performed or to be performed thereunder (and obligating the Tenant’s Contractor to include a substantially similar release and waiver provision in all subcontracts and purchase orders entered under or pursuant to the contract).

(a) Tenant acknowledges and understands that all roof penetrations and all improvements that affect the Building systems, including, without limitation, HVAC, fire/life safety, and MEP systems, in the construction of the Tenant Improvements must be performed by the Landlord’s designated Building contractor. All costs, fees and expenses incurred with such contractor in performing such work shall be a cost of the Tenant Improvements, payable in accordance with the provisions of this **Exhibit B**. Tenant or Tenant’s Contractor shall be responsible for all water, gas, electricity, sewer or other utilities used or consumed at the Premises during the construction of the Tenant Improvements.

(b) Tenant specifically agrees to carry, or cause the Tenant’s Contractor to carry, during all such times as the Tenant’s work is being performed, (i) special causes of loss form property insurance, “All Risk” or “Causes of Loss”, covering all the Tenant Improvements and Alterations, in an amount not less than the full replacement cost of all such Tenant Improvements and Alterations, with a waiver of depreciation and a maximum deductible of \$25,000.00 endorsed to show a waiver of subrogation by the insurer in favor of the Landlord, as well as property insurance covering all equipment and tools used by Tenant’s Contractor, in an amount not less than the full replacement cost of all such equipment and tools, (ii) commercial general liability insurance providing coverage on an occurrence form against bodily injury and disease, including death resulting therefrom, bodily injury and property damage, and premises operations, products/completed operations hazard and contractual liability coverage, including third-party action over coverage, to a combined single limit of \$1,000,000 to one or more than one person as the result of any one accident or occurrence, \$2,000,000 General Aggregate and \$2,000,000 Completed Operations Aggregate, per project, with no deductible or self-insured retention under such policy, (iii) Business Automobile Liability Insurance on an occurrence basis insuring against liability arising out of the ownership, maintenance or use of any owned, hired, borrowed and non-owned vehicle in an amount of not less than \$1,000,000 combined single limit each accident, (iv) workers’ compensation insurance as required by law, endorsed to show a waiver of subrogation by the insurer to any claim the Tenant’s Contractor may have against Landlord, and employer’s liability insurance to the limit of \$1,000,000 per accident and per disease per employee, and \$1,000,000 for disease aggregate with respect to any work or operations on or about the Premises, or in connection with the Premises or its operation, (v) Umbrella / Excess Liability Insurance in an amount of not less than \$5,000,000.00 per occurrence on terms consistent with the commercial general liability, the business automobile liability and the employer’s liability insurance policies required in clauses (ii), (iii), and (iv) hereof, (vi) Business Interruption Insurance/Loss of Rents for all perils required to be covered by the property insurance set forth in clause (i) herein above on an

actual loss sustained basis in an amount equal to one hundred percent (100%) of the projected gross revenue from the Premises (less non-continuing expenses) for a minimum period of restoration of eighteen (18) months plus an extended period of indemnity endorsement of at least twelve (12) months, (vii) Equipment Breakdown (also known as boiler and machinery) Insurance, if applicable, (viii) Contractor's Pollution Liability, if applicable, to a combined single limit of \$1,000,000 to one or more than one person as the result of any one accident or occurrence, \$2,000,000 General Aggregate, and (ix) Errors and Omissions / Design Professional Liability, if applicable, to a combined single limit of \$1,000,000 to one or more than one person as the result of any one accident or occurrence, \$2,000,000 General Aggregate. Landlord, Landlord's agent, Landlord's property manager, mortgagee, and Designated Landlord Parties shall be named additional insureds (on a primary and non-contributory basis) on each of said policies (excluding the worker's compensation policy) and in the case of property, business interruption and equipment breakdown insurance, shall name Landlord as Loss Payee, providing that the loss thereunder shall be payable to Landlord. Tenant shall not commence construction of the Tenant Improvements until Landlord has issued to Tenant a written authorization to proceed with construction after Tenant has delivered to Landlord's construction representative (A) certificates of the insurance policies described above, (B) copies of all permits required for construction of the Tenant Improvements and a copy of the permitted Final Plans as approved by the appropriate governmental agency, and (C) a copy of each signed construction contract for the Tenant Improvements (a copy of each subsequently signed contract shall be forwarded to Landlord's construction representative without request or demand, promptly after execution thereof and prior to the performance of any work thereunder). All of the construction work shall be the responsibility of and supervised by Tenant.

4. **Requirements for Tenant's Work.** All of Tenant's construction with respect to the Premises shall be performed in substantial compliance with this **Exhibit B** and the Final Plans therefor previously approved in writing by Landlord (and any changes thereto approved by Landlord as herein provided), and in a good and workmanlike manner, utilizing only new materials. All such work shall be performed by Tenant in strict compliance with all applicable building codes, regulations and all other legal requirements. All materials utilized in the construction of Tenant's work must be confined to within the Premises. All trash and construction debris not located wholly within the Premises must be removed each day from the Project at the sole cost and expense of Tenant. Landlord shall have the right at all times to monitor the work for compliance with the requirements of this **Exhibit B**. If Landlord determines that any such requirements are not being strictly complied with, Landlord may immediately require the cessation of all work being performed in or around the Premises or the Project until such time as Landlord is satisfied that the applicable requirements will be observed. Any approval given by Landlord with respect to Tenant's construction or the Preliminary Plans or Final Plans therefor, and/or any monitoring of Tenant's work by Landlord, shall not make Landlord liable or responsible in any way for the condition, quality or function of such matters or constitute any undertaking, warranty or representation by Landlord with respect to any of such matters.

5. **No Liens; Indemnification.** Tenant shall have no authority to place any lien upon the Premises, or the Building, or any portion thereof or interest therein, nor shall Tenant have any authority in any way to bind Landlord, and any attempt to do so shall be void and of no effect. If, because of any actual or alleged act or omission of Tenant, or Tenant's Contractor, or any subcontractors or materialmen, any lien, affidavit, charge or order for the payment of money shall be filed against Landlord, the Premises, the Building, or any portion thereof or interest therein, whether or not such lien, affidavit, charge or order is valid or enforceable, Tenant shall, at its sole cost and expense, cause the same to be discharged of record by payment, bonding or otherwise no later than fifteen (15) days after notice to Tenant of the filing thereof, but in any event prior to the foreclosure thereof. With respect to the contract for labor or materials for construction of the Tenant Improvements, Tenant acts as principal and not as the agent of Landlord. Landlord expressly disclaims liability for the cost of labor performed for or supplies or materials furnished to Tenant. Landlord may post one or more "notices of non-responsibility" for Tenant's work on the



Building. No contractor of Tenant is intended to be a third-party beneficiary with respect to the Landlord's Construction Allowance, or the agreement of Landlord to make such Landlord's Construction Allowance available for payment of or reimbursement for the costs of construction of the Tenant Improvements. Tenant agrees to indemnify, defend and hold Landlord, the Premises and the Project, harmless from all claims (including all costs and expenses of defending against such claims) arising or alleged to arise from any act or omission of Tenant or Tenant's agents, employees, contractor, subcontractors, suppliers, materialmen, architects, designers, surveyors, engineers, consultants, laborers, or invitees, or arising from any bodily injury or property damage occurring or alleged to have occurred incident to any of the work to be performed by Tenant or its contractors or subcontractors with respect to the Premises. Any Default by Tenant under this **Exhibit B** shall constitute a default by Tenant under the Lease for all purposes. Additionally, any approval given by Landlord with respect to the Tenant Improvements or the Final Plans and/or any monitoring of the construction of the Tenant Improvements by Landlord shall not make Landlord liable or responsible in any way for the condition, quality or function of such matters or constitute any undertaking, warranty or representation by Landlord with respect to any such matters.

6. **Access by Tenant Prior to HVAC Work Completion Date.** Landlord will permit Tenant and Tenant's Contractors to enter the Premises after the date of this Lease and prior to the HVAC Work Completion Date (but, in any event, only after such time as (i) such entry is permitted under applicable Laws, (ii) Tenant has submitted certificates of insurance evidencing all of the coverage required to be carried by Tenant under this Lease (including this **Exhibit B**), (iii) Tenant has delivered to Landlord written evidence that Tenant has contracted, in Tenant's name, with the applicable utility providers for all utility services to be delivered to the Premises, and (iv) Tenant is otherwise in compliance with the terms and provisions of this Lease) to enable Tenant to accelerate completion of the Tenant Improvements, provided that Tenant shall fully perform and comply with each of the following covenants, conditions and requirements:

(a) Tenant and Tenant's Contractors shall work in harmony and not interfere with Landlord and Landlord's agents in performing the HVAC Work or work for other tenants and occupants of the Building, and if at any time such entry shall in the judgment of Landlord cause or threaten to cause disharmony or interference, Landlord shall have the right to withdraw such permission upon twelve (12) hours' written notice.

(b) Tenant agrees that any such entry into the Premises shall be deemed to be under all of the terms, covenants, conditions, and provisions of the Lease except the covenant to pay Rent, and further agrees that any injury, loss, or damage which may occur to any of Tenant's work or installations made in the Premises or to property placed therein prior to the HVAC Work Completion Date shall be and remain subject to the waiver and insurance provisions of the Lease, including, without limitation, Paragraph 8 thereof. In addition, Tenant shall require all Tenant's Contractors to provide protection for the HVAC Work to an extent that is satisfactory to Landlord and shall allow Landlord access to the Premises, for inspection purposes, at all times during the period when Tenant is undertaking construction activities therein. In the event any of Tenant's Contractor's causes any damage to the HVAC Work, or the property of Landlord or others, Tenant shall cause such damage to be repaired at Tenant's expense, and if Tenant fails to cause such damage to be repaired promptly upon Landlord's demand therefor, Landlord may in addition to any other rights or remedies available to Landlord under the Lease or at law or equity cause such damage to be repaired, in which event Tenant shall promptly upon Landlord's demand pay to Landlord the cost of such repairs as Rent.

(c) All Tenant's Contractors shall use only those entrances designated by Landlord for ingress and egress of personnel, and the delivery and removal of equipment and material through or across any common areas of the Building or the Parking Areas shall only be permitted with the written approval of Landlord and during hours determined by Landlord. Landlord shall have the

right to order Tenant or any of Tenant's Contractors that violates the above requirements to cease work and remove it, its equipment, and its employees from the Building.

(d) During the performance of the Tenant Improvements, Tenant shall be solely responsible for providing trash removal service at Tenant's expense and from a location designated by Landlord. Tenant shall be responsible for breaking down boxes and placing trash in Landlord's containers at such designated location. Tenant shall accumulate its trash in containers supplied by Tenant and Tenant shall not permit trash to accumulate within the Premises or in the corridors or public areas adjacent to the Premises. Tenant shall cause each of Tenant's Contractors to abide by the provisions of this Work Letter as to the storage of trash and shall require each such Tenant's Contractor to perform its work in a way that dust and dirt is contained entirely within the Premises and not within any other portion of the Building, and shall cause Tenant's Contractors to leave the Premises broom clean at the end of each day. Should Landlord deem it necessary to remove Tenant's trash because of accumulation, an additional charge to Tenant will be on a time and material basis.

(e) Tenant agrees that all services and work performed on the Premises by, on behalf of, or for the account of Tenant, including installation of materials and personal property delivered to the Premises shall be done in a good and workmanlike manner using grades of material which shall in no event be less than Building-standard in quality and quantity, and shall be performed in accordance with applicable Laws.

(f) Tenant's indemnification obligations under Paragraph 8(b) of the Lease shall extend to and include any and all losses, damages, liabilities, claims, liens, costs and expenses, including reasonable attorneys' fees, of whatever nature, including those to the person and property of Tenant, its employees, agents, invitees, licensees and others arising out of or in connection with the activities of Tenant or Tenant's Contractors in or about the Premises and the Building, and the cost of any repairs to the Premises and the Building necessitated by activities of Tenant or Tenant's Contractors.

7. **Substantial Completion.** "Substantial Completion" (or any grammatical variant thereof) of construction of the Tenant Improvements shall be defined as (i) the date upon which Landlord's Construction Representative (or other consultant engaged by Landlord) determines that the Tenant Improvements have been substantially completed in accordance with the Final Plans, (ii) the date upon which all final inspections of the Tenant Improvements have been completed by Fairfax County, and (iii) the date upon which Tenant has applied for a or has received a certificate of occupancy (or its equivalent) for the Premises from the appropriate governmental authority. After the completion of the Tenant Improvements, Tenant shall, upon demand, execute and deliver to Landlord a letter of acceptance of improvements performed on the Premises. The failure of Tenant to take possession of or to occupy the Premises shall not serve to relieve Tenant of obligations arising on the Commencement Date or delay the payment of Rent by Tenant.

8. **Tenant Delay.** The term "Tenant Delay" shall include, without limitation, any delay in the completion of construction of Tenant Improvements resulting from (i) Tenant's failure to comply with the provisions of this Work Letter, (ii) delay in work caused by submission by Tenant of a request for any change order (defined below) following Tenant's approval of the Final Plans, or for the implementation of any changes to the Final Plans, (iii) any delay by Tenant in timely submitting comments or approvals to the Preliminary Plans or Final Plans, or (v) any other delay in construction of the Tenant Improvements caused by Tenant or its employees, agents, or contractors.

## **EXHIBIT B-1**

### **HVAC WORK**

#### **11109 Sunset Hills, Reston HVAC Scope**

##### **Base Building HVAC:**

Remove all existing HVAC equipment within existing mechanical room

Furnish and install 1 new 50 Ton SCU with matching cooling tower in the parking lot

Reuse existing pumps

Piping and frequency drives sized for this application

Reuse the main trunk lines from the existing units

Tie into a common plenum on the new central unit

Add an additional smaller trunk line to accommodate any additional CFM if necessary

Redesign the current outside air configuration and make sure its properly sized for the new space and intended use

Licensed engineering and drawings

##### **VAV Boxes:**

Furnish and Deliver 30 VAV's equipped with factory installed EMS controllers for connection to the EMS system.

**EXHIBIT B-2****FORMS OF PARTIAL LIEN WAIVER****CONTRACTOR AFFIDAVIT AND PARTIAL  
WAIVER OF CLAIMS AND LIENS**

DISTRICT/STATE/COMMONWEALTH OF \_\_\_\_\_ )  
 ) ss.  
 CITY/COUNTY OF \_\_\_\_\_ )

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be a credible person and officer of \_\_\_\_\_ (“Contractor”) and who, being duly sworn, upon his oath declares and acknowledges as follows:

1. I am the duly authorized agent for Contractor, which has authorized me to make this affidavit, to enter into the agreements and to grant the waivers and releases herein set forth, on its behalf and as its acts and deeds. All the statements in this affidavit are true and correct.

2. **PRIII SUNSET HILLS VIRGINIA LLC** (“Owner”) and \_\_\_\_\_ (“Tenant”) entered into a lease related to certain real property located in Fairfax County, Virginia, described in Exhibit A attached hereto and hereby made a part hereof (“Land”).

3. Pursuant to an agreement dated \_\_\_\_\_, 20\_\_\_\_ between Contractor and Tenant, Contractor has supplied materials and performed labor in connection with the construction of improvements upon the Land. These improvements are more particularly described as construction of \_\_\_\_\_ (“Improvements”).

4. Contractor has received payment in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) [insert total of all payments received to date], for all materials supplied and labor performed by or on behalf of Contractor in connection with the Land or Improvements during the period through \_\_\_\_\_, 20\_\_\_\_. [Insert date of end of prior progress payment period.] Accordingly, Contractor waives and releases any and all liens, claims, causes of action, suits, demands, rights and interests (whether choate or inchoate and including, without limitation, all mechanic’s and materialman’s liens under the Constitution and statutes of the District/State/Commonwealth of Virginia) owned, claimed, or held by Contractor against Owner, Owner’s lenders or guarantors, Tenant, and/or the Land or Improvements or any part thereof by reason of materials supplied or labor performed in connection with the Land or Improvements or for any other reason through \_\_\_\_\_, 20\_\_\_\_ [insert date of end of prior progress payment period] but excluding only any and all liens, claims, causes of action, suits demands, rights and interests arising from retainage as set forth in the above-referenced agreement that has not been paid to Contractor.

5. In consideration of and conditioned upon receipt of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) [insert amount approved for payment in present Application for Payment], the sufficiency of which is hereby acknowledged, Contractor waives and releases any and all liens, claims, causes of action, suits, demands, rights and interests (whether choate or inchoate and including, without limitation, all mechanic’s and materialman’s liens under the Constitution and statutes of the District/State/Commonwealth of Virginia) owned, claimed or held by Contractor against Owner, Owner’s lenders or guarantors, Tenant and/or the Land or Improvements or any part thereof by reason of materials

supplied or labor performed in connection with the Land or Improvements or for any other reason through \_\_\_\_\_, 20\_\_\_\_ [insert date covered by present Application for Payment] but excluding only any and all liens, claims, causes of action, suits demands, rights and interests arising from retainage as set forth in the above-referenced agreement that has not been paid to Contractor.

6. Contractor warrants that all costs that Contractor has incurred and bills that Contractor owes to others for materials supplied or labor performed in connection with the Land or Improvements through \_\_\_\_\_, 20\_\_\_\_ [insert date of end of prior progress payment period] have been fully paid and satisfied. Contractor further warrants that should any claim or lien be filed for material supplied or labor performed in connection with the Land or Improvements through \_\_\_\_\_, 20\_\_\_\_ [insert date covered by present Application for Payment], Contractor shall immediately furnish a bond and obtain the release of each such claim or lien from the appropriate governmental land records office, obtain settlement of each such claim or lien, and furnish Owner and Tenant with a written full release of each such claim or lien. Should Contractor be unable to obtain such release, Contractor agrees to fully indemnify and hold Owner (and Owner's lenders and guarantors) and Tenant harmless from and against any and all costs, damages, losses, and expenses (including but not limited to reasonable attorneys' fees) Owner (and Owner's lenders and guarantors) or Tenant may incur by reason of such claim, lien, or suit brought to enforce such claim or lien.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONTRACTOR

By: \_\_\_\_\_

Title: \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me the said Contractor Affidavit and Partial Waiver of Claims and Liens, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to certify which witness my hand and seal of office.

\_\_\_\_\_  
NOTARY PUBLIC in and for

\_\_\_\_\_ County, \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

**SUBCONTRACTOR AFFIDAVIT AND  
PARTIAL WAIVER OF CLAIMS AND LIENS**

DISTRICT/STATE/Commonwealth of \_\_\_\_\_ )  
 ) ss.  
CITY/COUNTY OF \_\_\_\_\_ )

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be a credible person and officer of \_\_\_\_\_ ("Subcontractor") and who, being duly sworn, upon his oath declares and acknowledges as follows:

1. I am the duly authorized agent for Subcontractor, which has authorized me to make this affidavit, to enter into the agreements and to grant the waivers and releases herein set forth, on its behalf and as its acts and deeds. All the statements in this affidavit are true and correct.

2. **PRIII SUNSET HILLS VIRGINIA LLC** ("Owner") and \_\_\_\_\_ ("Tenant") entered into a lease related to certain real property located in Fairfax County, Virginia, described in Exhibit A attached hereto and hereby made a part hereof ("Land").

3. In connection with an agreement dated \_\_\_\_\_, 20\_\_\_\_ between Tenant and \_\_\_\_\_ ("Contractor"), and pursuant to an agreement dated \_\_\_\_\_, 20\_\_\_\_ between Contractor and Subcontractor, Subcontractor has supplied materials and performed labor in connection with the construction of improvements upon the Land. These improvements are more particularly described as construction of \_\_\_\_\_ ("Improvements").

4. Subcontractor has received payment in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) [insert total of all payments received to date] for all materials supplied and labor performed by or on behalf of Subcontractor in connection with the Land or Improvements during the period through \_\_\_\_\_, 20\_\_\_\_. [insert date of end of prior progress payment period.] Accordingly, Subcontractor waives and releases any and all liens, claims, causes of action, suits, demands, rights and interests (whether choate or inchoate and including, without limitation, all mechanic's and materialman's liens under the Constitution and statutes of the District/State/Commonwealth of Virginia) owned, claimed, or held by Subcontractor against Contractor, Contractor's sureties, Owner, Owner's lenders or guarantors, Tenant and/or the Land or Improvements or any part thereof by reason of materials supplied or labor performed in connection with the Land or Improvements or for any other reason through \_\_\_\_\_, 20\_\_\_\_ [insert date of end of prior progress payment period] but excluding only any and all liens, claims, causes of action, suits demands, rights and interests arising from retainage as set forth in the above-referenced agreement between Contractor and Subcontractor that has not been paid to Subcontractor.

5. In consideration of and conditioned upon the payment by Contractor of the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) [insert amount approved for payment in present Application for Payment], the sufficiency of which is hereby acknowledged, Subcontractor waives and releases any and all liens, claims, causes of action, suits, demands, rights and interests (whether choate or inchoate and including, without limitation, all mechanic's and materialman's liens under the Constitution and statutes of the District/State/Commonwealth of Virginia) owned, claimed or held by Subcontractor against Contractor, Contractor's sureties, Owner, Owner's lenders or guarantors, Tenant and/or the Land or Improvements, or any part thereof by reason of materials supplied or labor performed in connection with the Land or Improvements or for any other reason through \_\_\_\_\_, 20\_\_\_\_ [insert date covered by present application for payment] but excluding only any and all liens, claims, causes of action, suits

demands, rights and interests arising from retainage as set forth in the above-referenced agreement between Contractor and Subcontractor that has not been paid to Subcontractor.

6. Subcontractor warrants that all costs that Subcontractor has incurred and bills that Subcontractor owes to others for materials supplied or labor performed in connection with the Land or Improvements through \_\_\_\_\_, 20\_\_\_\_ [insert date of end of prior progress payment period] have been fully paid and satisfied. Subcontractor further warrants that should any claim or lien be filed for material supplied or labor performed in connection with the Land or Improvements by virtue of Subcontractor's participation in the Improvements, Subcontractor will immediately furnish a bond and obtain the release of each such claim or lien from the appropriate governmental land records office, obtain settlement of each such claim or lien, and furnish Owner and Tenant with a full written full release of each such claim or lien if Tenant has paid Contractor all amounts due Subcontractor. Should Subcontractor be unable to obtain such release, Subcontractor agrees to fully indemnify and hold Owner (and Owner's lenders and guarantors) and Tenant harmless from and against any and all costs, damages, losses, and expenses (including but not limited to reasonable attorneys' fees) they may incur by reason of each such claim, lien, or suit brought to enforce such claim or lien.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SUBCONTRACTOR

By: \_\_\_\_\_

Title: \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me the said Subcontractor Affidavit and Partial Waiver of Claims and Liens, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to certify which witness my hand and seal of office.

\_\_\_\_\_  
NOTARY PUBLIC in and for  
\_\_\_\_\_, County, \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

**EXHIBIT B-3**

**FORMS OF FINAL LIEN WAIVER**

**CONTRACTOR AFFIDAVIT AND FINAL  
RELEASE OF CLAIMS AND LIENS**

DISTRICT/STATE/Commonwealth of \_\_\_\_\_ )  
 ) ss.  
CITY/COUNTY OF \_\_\_\_\_ )

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be a credible person and officer of \_\_\_\_\_ (“Contractor”) and who, being duly sworn, upon his oath declares and acknowledges as follows:

1. I am the duly authorized agent for Contractor, which has authorized me to make this affidavit, to enter into the agreements and to grant the waivers and releases herein set forth, on its behalf and as its acts and deeds. All the statements in this affidavit are true and correct.

2. **PRIII SUNSET HILLS VIRGINIA LLC** (“Owner”) and \_\_\_\_\_ (“Tenant”) entered into a lease related to certain real property located in Fairfax County, Virginia, described in Exhibit A attached hereto and hereby made a part hereof (“Land”).

3. Pursuant to an agreement dated \_\_\_\_\_, 20\_\_\_\_ between Contractor and Tenant, Contractor has supplied materials and performed labor in connection with the construction of improvements upon the Land. These improvements are more particularly described as construction of \_\_\_\_\_ (“Improvements”).

4. Contractor has received \_\_\_\_\_ Dollars (\$\_\_\_\_\_) [insert amount of Final Payment], which constitutes payment in full for any and all materials supplied and labor performed by or on behalf of Contractor in connection with the Land or Improvements. Accordingly, Contractor waives and releases any and all liens, claims, causes of action, suits, demands, rights and interests (whether choate or inchoate and including, without limitation, all mechanic’s and materialman’s liens under the Constitution and statutes of the District/State/Commonwealth of Virginia) owned, claimed or held by Contractor against Owner, Owner’s lenders or guarantors, Tenant and/or the Land or Improvements or any part thereof by reason of materials supplied or labor performed in connection with the Land or Improvements or for any other reason.

5. Contractor warrants that all costs that Contractor has incurred and bills that Contractor owes to others for materials supplied or labor performed in connection with the Land or Improvements have been fully paid and satisfied. Contractor further warrants that should any claim or lien be filed for material supplied or labor performed in connection with the Land or Improvements, Contractor will immediately furnish a bond and obtain the release of each such claim or lien from the appropriate governmental land records office, obtain settlement of any such claim or lien, and furnish Owner and Tenant with a written full release of each such claim or lien. Should Contractor be unable to obtain such release, Contractor agrees to fully indemnify and hold Owner (and Owner’s lenders and guarantors) and Tenant harmless from and against any and all costs, damages, losses, and expenses (including but not limited to reasonable



attorneys' fees) Owner (and Owner's lenders and guarantors) or Tenant may incur by reason of such claim, lien, or suit brought to enforce such claim or lien.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONTRACTOR

By: \_\_\_\_\_

Title: \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me the said Contractor Affidavit of Final Release of Claims and Liens, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to certify which witness my hand and seal of office.

\_\_\_\_\_  
NOTARY PUBLIC in and for  
\_\_\_\_\_ County, \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

**SUBCONTRACTOR AFFIDAVIT AND FINAL  
RELEASE OF CLAIMS AND LIENS**

DISTRICT/STATE/COMMONWEALTH OF \_\_\_\_\_ )  
 ) ss.  
CITY/COUNTY OF \_\_\_\_\_ )

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be a credible person and officer of \_\_\_\_\_ ("Subcontractor") and who, being duly sworn, upon his oath declares and acknowledges as follows:

1. I am the duly authorized agent for Subcontractor, which has authorized me to make this affidavit, to enter into the agreements and to grant the waivers and releases herein set forth, on its behalf and as its acts and deeds. All the statements in this affidavit are true and correct.

2. **PRIII SUNSET HILLS VIRGINIA LLC** ("Owner") and \_\_\_\_\_ ("Tenant") entered into a lease related to certain real property located in Fairfax County, Virginia, described in Exhibit A attached hereto and hereby made a part hereof ("Land").

3. In connection with an agreement dated \_\_\_\_\_, 20\_\_\_\_ between Tenant and \_\_\_\_\_ ("Contractor"), and pursuant to an agreement dated \_\_\_\_\_, 20\_\_\_\_ between Contractor and Subcontractor, Subcontractor has supplied materials and performed labor in connection with the construction of improvements upon the Land. These improvements are more particularly described as construction of \_\_\_\_\_ ("Improvements").

4. Subcontractor hereby certifies it has received payment in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) [insert amount of Final Payment] which constitutes payment in full for any and all materials supplied and labor performed by or on behalf of Subcontractor in connection with the Land or Improvements. Accordingly, Subcontractor waives and releases any and all liens, claims, causes of action, suits, demands, rights and interests (whether choate or inchoate and including, without limitation, all mechanic's and materialman's liens under the Constitution and statutes of the District/State/Commonwealth of Virginia) owned, claimed or held by Subcontractor against Contractor, Contractor's sureties, Owner, Owner's lenders or guarantors, Tenant and/or the Land or Improvements or any part thereof by reason of materials supplied or labor performed in connection with the Land and Improvements or for any other reason.

5. Subcontractor warrants that all costs that Subcontractor has incurred and bills that Subcontractor owes to others for materials supplied or labor performed in connection with the Land or Improvements have been fully paid and satisfied. Subcontractor further warrants that should any claim or lien be filed for material supplied or labor performed in connection with the Land or Improvements by virtue of Subcontractor's participation in the Improvements, Subcontractor will immediately furnish a bond and obtain the release of each such claim or lien from the appropriate governmental land records office, obtain settlement of each such claim or lien, and furnish Owner and Tenant written full release of each such claim or lien. Should Subcontractor be unable to obtain such release, Subcontractor agrees to fully indemnify and hold Owner (and Owner's lenders and guarantors) and Tenant harmless from and against any and all costs, damages, losses, and expenses (including but not limited to reasonable attorneys' fees) they may incur by reason of each such claim, lien, or suit brought to enforce such claim or lien.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SUBCONTRACTOR

By: \_\_\_\_\_

Title: \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me the said Subcontractor Affidavit and Final Release of Claims and Liens, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to certify which witness my hand and seal of office.

\_\_\_\_\_  
NOTARY PUBLIC in and for  
\_\_\_\_\_ County, \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

## EXHIBIT C

### UTILITIES AND SERVICES

1. As long as Tenant is not in default under any of the terms, covenants, conditions, provisions or agreements of this Lease, Landlord shall, subject to the limitations and provisions hereinafter set forth in this **Exhibit C**:

(a) Provide to the common areas of the Building, from 6:30 A.M. to 6:30 P.M. and Saturday from 8:00 A.M. to 12:00 P.M., excepting state and federal holidays (hereinafter referred to as "Business Hours") (and at other times for an additional charge to be fixed by Landlord), heating, ventilation, and air conditioning ("HVAC"), when and to the extent, in the judgment of Landlord, any of such services may be required for the comfortable occupancy of the Premises for general office purposes. Any after-hours request by Tenant shall be subject to the following: (i) such request must be made at least one (1) business day in advance, (ii) such request must observe Landlord's minimum hours requirement and all requests in excess of such minimum hours requirement shall be increments of one (1) hour, (iii) Tenant shall pay, as additional rent and upon demand, Landlord's standard charge for such usage, and (iv) Tenant understands that the Premises may not be separately zoned for HVAC and Tenant shall pay the charge specified in clause (iii) notwithstanding that the provision of after-hours HVAC results in HVAC being provided to other space in the Building or that other tenants of the Building are also paying a charge for after-hours HVAC. To the extent that Tenant installs any supplemental HVAC equipment to serve the Premises, Tenant shall be responsible for all costs associated with operating, repairing and maintaining such supplemental HVAC equipment.

(b) Furnish electricity, water, and sewer connections to the Premises. Landlord shall not be responsible for supplying electricity service to the Premises, but Tenant shall be responsible for obtaining such electricity service directly from the applicable electrical utility provider and shall pay for all electricity service used by Tenant within the Premises, together with any taxes, penalties, surcharges or the like pertaining thereto, directly to the applicable electrical utility provider

(c) Provide domestic water for drinking, lavatory and toilet purposes.

2. Tenant shall be solely responsible for all telephone and telecommunications utilities with respect to the Premises.

3. Tenant shall pay for any separately metered utilities and/or utilities for which Tenant is separately responsible hereunder directly to the applicable utility providers, and, for any services provided by Landlord to the Building generally and not separately metered, as part of Operating Costs.

4. Tenant shall also arrange for regular waste and refuse pick-up and disposal, at Tenant's sole cost and expense, with a licensed waste management contractor selected by Tenant and reasonably acceptable to Landlord.

5. No data processing equipment, other special electrical equipment (excluding personal computers utilizing 110 volt electric power), air conditioning or heating units, or plumbing additions shall be installed, nor shall any changes to the Building HVAC, electrical or plumbing systems be made without the prior written consent of Landlord, which consent shall be subject to Landlord's sole and absolute discretion. In the case of any such change, Landlord reserves the right to designate and/or approve the contractor to be used. Any permitted installations shall be made under Landlord's supervision.

6. Landlord shall not provide reception outlets or television or radio antennas for television or radio broadcast reception, and Tenant shall not install any such equipment without prior written approval from Landlord.

7. Tenant will not, without the prior written consent of Landlord, use any apparatus, machine or device in the Premises, using current in excess of 110 volts, which will in any way increase the amount of electricity or water usually furnished or supplied for use of the Premises as general office space, nor connect with electric current, except through existing electrical outlets in the Premises, any apparatus or device for the purpose of using electric current in excess of that usually furnished or supplied for use of the Premises as general office space.

8. Tenant agrees to cooperate fully at all times with Landlord, and to abide by all regulations and requirements which Landlord may prescribe for the proper functioning and protection of the Building HVAC, electrical, plumbing and other systems. Tenant shall comply with all Laws, statutes, ordinances and governmental rules and regulations now in force or which may hereafter be enacted or promulgated in connection with Building services furnished to the Premises, including, without limitation, any governmental rule or regulation relating to the heating and cooling of the Building.

**EXHIBIT D-1**  
**RULES AND REGULATIONS**  
**OF GENERAL APPLICABILITY**

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways and corridors of halls shall not be obstructed or used for any purpose other than ingress and egress. The halls, passages, entrances, elevators, stairways, balconies and roof are not for the use of the general public, and the Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence, in the judgment of the Landlord, shall be prejudicial to the safety, character, reputation and interests of the Building and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom the Tenant normally deals only for the purpose of conducting its business in the Premises (such as clients, customers, office suppliers and equipment vendors, and the like) unless such persons are engaged in illegal activities. No tenant and no employees of any tenant shall go upon the roof of the Building without the written consent of Landlord.

2. No awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises other than Landlord standard window coverings. All electrical ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent, of a quality, type, design and bulb color approved by Landlord. Neither the interior nor the exterior of any windows shall be coated or otherwise sunscreened without the written consent of Landlord.

3. No sign, advertisement, notice or handbill shall be exhibited, distributed, painted or affixed by any tenant on, about or from any part of the Premises, the Building or the Project without the prior written consent of the Landlord. If the Landlord shall have given such consent at the time, whether before or after the execution of this Lease, such consent shall in no way operate as a waiver or release of any of the provisions hereof or of this Lease, and shall be deemed to relate only to the particular sign, advertisement or notice so consented to by the Landlord and shall not be construed as dispensing with the necessity of obtaining the specific written consent of the Landlord with respect to each and every such sign, advertisement or notice other than the particular sign, advertisement or notice, as the case may be, so consented to by the Landlord. In the event of the violation of the foregoing by any tenant, Landlord may remove or stop same without any liability, and may charge the expense incurred in such removal or stopping to such tenant. Interior signs on doors and the directory tablet shall be inscribed, painted or affixed for each tenant by the Landlord at the expense of such tenant, and shall be of a size, color and style acceptable to the Landlord. The directory tablet will be provided exclusively for the display of the name and location of tenants only and Landlord reserves the right to exclude any other names therefrom. Nothing may be placed on the exterior of corridor walls or corridor doors other than Landlord's standard lettering.

4. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into halls, passageways or other public places in the Building shall not be covered or obstructed by any tenant, nor shall any bottles, parcels or other articles be placed on the window sills. Tenant shall see that the windows, transoms and doors of the Premises are closed and securely locked before leaving the Building and must observe strict care not to leave windows open when it rains. Tenant shall exercise extraordinary care and caution that all water faucets or water apparatus are entirely shut off before Tenant or Tenant's employees leave the Building, and that all electricity, gas or air shall likewise be carefully shut off, so as to prevent waste or damage. Tenant shall cooperate with Landlord in obtaining maximum effectiveness of the cooling system by closing window coverings when the sun's rays fall directly on the windows of the Premises. Tenant shall not tamper with or change the setting of any thermostats or temperature control valves.

5. The toilet rooms, water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were considered, and no sweepings, rubbish, rags or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the tenant who, or whose subtenants, assignees or any of their servants, employees, agents, visitors or licensees shall have caused the same.

6. No tenant shall mark, paint, drill into, or in any way deface any part of the Premises, the Building or the Project. No boring, cutting or stringing of wires or laying of linoleum or other similar floor coverings shall be permitted, except with the prior written consent of the Landlord and as the Landlord may direct.

7. No bicycles, vehicles, birds or animals of any kind (other than service animals that are required entry to comply with applicable Laws, including the ADA) shall be brought into or kept in or about the Premises, and no cooking shall be done or permitted by any tenant on the Premises, except that the preparation of coffee, tea, hot chocolate and similar items (including those suitable for microwave heating) for tenants and their employees shall be permitted, provided that the power required therefor shall not exceed that amount which can be provided by a 30 amp circuit. No tenant shall cause or permit any unusual or objectionable odors to be produced or permeate the Premises. Smoking or carrying lighted cigars, cigarettes or pipes in the Building is prohibited.

8. The Premises shall not be used for manufacturing or for the storage of merchandise except as such storage may be incidental to Tenant's use of the Premises for general office use. No tenant shall occupy or permit any portion of the Premises to be occupied as an office for a public stenographer or typist, or for the manufacture or sale of liquor, narcotics, or tobacco (except by a cigarette vending machine for use by Tenant's employees) in any form, or as a medical office, or as a barber or manicure shop, or as an employment bureau, without the express written consent of Landlord. No tenant shall engage or pay any employees on the Premises except those actually working for such tenant on the Premises nor advertise for laborers giving an address at the Premises. The Premises shall not be used for lodging or sleeping or for any immoral or illegal purposes.

9. No tenant shall make, or permit to be made any unseemly or disturbing noises or disturb or interfere with occupants of this or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, phonograph, unusual noise, or in any other way. No tenant shall throw anything out of doors, windows or skylights or down the passageways.

10. No tenant, subtenant or assignee nor any of their servants, employees, agents, visitors or licensees shall at any time bring or keep upon the Premises any flammable, combustible or explosive fluid, chemical or substance.

11. 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. Each tenant must, upon the termination of his tenancy, restore to Landlord all keys of stores, offices, and toilet rooms, either furnished to, or otherwise procured by, such tenant and in the event of the loss of keys so furnished, such tenant shall pay to Landlord the cost of replacing the same or of changing the lock or locks opened by such lost key if Landlord shall deem it necessary to make such changes.

12. All removals, or the carrying in or out of any safes, freight, furniture, or bulky matter of any description must take place during the hours which Landlord shall determine from time to time, without the express written consent of Landlord. The moving of safes or other fixtures or bulky matter of any kind must be done upon previous notice to the Project Management Office and under its supervision, and the persons employed by any tenant for such work must be acceptable to the Landlord. Landlord reserves the right to inspect all safes, freight or other bulky articles to be brought into the Building and to exclude from

the Building all safes, freight or other bulky articles which violate any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part. Landlord reserves the right to prescribe the weight and position of all safes, which must be placed upon supports approved by Landlord to distribute the weight.

13. No tenant shall purchase spring water, ice, towel, janitorial maintenance or other similar services from any person or persons not approved by Landlord.

14. Landlord shall have the right to prohibit any advertising by any tenant which, in Landlord's opinion, tends to impair the reputation of the Building or the Project or its desirability as an office location, and upon written notice from Landlord, any tenant shall refrain from or discontinue such advertising.

15. Landlord reserves the right to exclude from the Building between the hours of 6:00 P.M. and 8:00 A.M. and at all hours on Saturday, Sunday and legal holidays all persons who do not present a pass or card key to the Building approved by the Landlord. Each tenant shall be responsible for all persons who enter the Building with or at the invitation of such tenant and shall be liable to Landlord for all acts of such persons. Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of an invasion, mob riot, public excitement or other circumstances rendering such action advisable in Landlord's opinion, Landlord reserves the right, without abatement of Rent, to require all persons to vacate the Building and to prevent access to the Building during the continuance of the same for the safety of the tenants, the protection of the Building, and the property in the Building.

16. Any persons employed by any tenant to do janitorial work shall, while in the Building and outside of the Premises, be subject to and under the control and direction of the Project Management Office (but not as an agent or servant of said Office or of the Landlord), and such tenant shall be responsible for all acts of such persons.

17. All doors opening onto public corridors shall be kept closed, except when in use for ingress and egress.

18. The requirements of Tenant will be attended to only upon application to the Project Management Office.

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

20. All office equipment of any electrical or mechanical nature shall be placed by Tenant in the Premises in settings approved by Landlord, to absorb or prevent any vibration, noise or annoyance.

21. No air conditioning unit or other similar apparatus shall be installed or used by any tenant without the written consent of Landlord.

22. There shall not be used in any space, or in the public halls of the Building, either by any tenant or others, any hand trucks, except those equipped with rubber tires and rubber side guards.

23. No vending machine or machines of any description shall be installed, maintained or operated upon the Premises without the written consent of Landlord.

24. The scheduling of tenant move-ins shall be subject to the reasonable discretion of Landlord.



25. If the Tenant desires telephone or telegraph connections, the Landlord will direct electricians as to where and how the wires are to be introduced. No boring or cutting for wires or otherwise shall be made without direction from the Landlord.

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

27. The term "personal goods or services vendors" as used herein means persons who periodically enter the Building of which the Premises are a part for the purpose of selling goods or services to a tenant, other than goods or services which are used by the tenant only for the purpose of conducting its business in the Premises. "Personal goods or services" include, but are not limited to, drinking water and other beverages, food, barbering services and shoe-shining services. Landlord reserves the right to prohibit personal goods and services vendors from access to the Building except upon Landlord's prior written consent and upon such reasonable terms and conditions, including, but not limited to, the payment of a reasonable fee and provision for insurance coverage, as are related to the safety, care and cleanliness of the Building, the preservation of good order thereon, and the relief of any financial or other burden on Landlord or other tenants occasioned by the presence of such vendors or the sale by them of personal goods or services to the tenant or its employees. If necessary for the accomplishment of these purposes, Landlord may exclude a particular vendor entirely or limit the number of vendors who may be present at any one time in the Building.

28. The Building is a non-smoking building. Smoking (including the use of any e-cigarettes or similar devices) is prohibited at all times within the entire Building, including all leased premises, as well as all public/common areas and parking areas for the Building, including any attached parking garage structure. This prohibition applies during business and non-business hours to restrooms, elevators, elevator lobbies, first floor lobby, stairwells, common hallways, the lunch room and any other public/common area, as well as to all areas within the leased premises by tenants. Smoking is only permitted in the designated smoking area outside the Building and away from the entrances to the Building.

29. The Building and Project is a weapons free environment. No tenant, owner of a tenant, officer or employee of a tenant, visitor of tenant, contractor or subcontractor of tenant, or any other party shall carry weapons (concealed or not) of any kind in the building, or parking areas. This prohibition applies to all public areas, including without limitation, restrooms, elevators, elevator lobbies, first floor lobby, stairwells, common hallways, all areas within the leased premises of tenants, all surface parking areas and the surrounding land related to the Building.

**EXHIBIT D-2**  
**RULES AND REGULATIONS**  
**OF**  
**LANDLORD'S SUSTAINABILITY PRACTICES**

1. Tenant shall cooperate with the initiatives implemented by Landlord at the Project to achieve Landlord's Sustainability Practices, including, without limitation, those initiatives relating to recycling, green cleaning, land use ecology, or other practices that promote the environmental sustainability of the Project or improvement of the Project or surrounding communities, such as the recycling, reusing, or repurposing of existing materials.

2. Tenant and Tenant's employees, agents, and contractors shall cooperate with the construction, maintenance, and repair policies, guidelines, and programs implemented by Landlord to improve the efficiency or environmental performance or sustainability of the Project, including, without limitation, reducing the consumption of energy and water, avoiding any interference with the Building's performance or ratings, and adhering to Landlord's waste programs that are related to the management, monitoring, generation, recycling, composting, recovery, storage, or reduction of both hazardous and non-hazardous waste.

3. In connection with any construction, repair, or maintenance performed within the Premises, Tenant and Tenant's employees, agents, and contractors shall, when reasonably practicable, utilize designs, materials, products, and methods of construction that improve the efficiency or environmental performance or sustainability of the Premises or the portion thereof to which any such construction, repair, or maintenance applies.

4. Tenant shall appoint a representative responsible for working with Landlord to share Tenant's data relating to its compliance with the Landlord's Sustainability Practices or the applicable Green Building Standard or concerning Tenant's energy consumption, water consumption, or the operation of the Building's systems. Landlord's property manager shall act as Tenant's primary contact for all matters relating to Landlord's Sustainability Practices.

5. Tenant shall cooperate with Landlord's efforts to educate tenants and employees regarding energy efficiency and environmental sustainability, including, without limitation, the reduction of consumption of paper and other goods, sourcing sustainable or ethical goods, the supply of biodegradable materials, and the use of recycled paper and other materials.

6. Tenant shall handle its newspapers and "office paper" in the manner required by the District of Columbia Recycling Act (as the same may be amended from time to time) and shall conform with any recycling plan instituted by Landlord.

7. Landlord may make reasonable modifications relating to the utilities and services provided to or consumed at the Building or Project in order to improve the efficiency or environmental sustainability of the Building or Project, or to otherwise achieve the goals set forth in these Rules and Regulations, including, without limitation, the procurement of more sustainable utilities or services from renewal sources, the installation of sustainability or renewable equipment or facilities in the Building, the monitoring of use by, comfort of, or complaints from tenants relating to utilities or services or indoor air quality, the monitoring of the quality of utilities or services or indoor air, the implementation of conservation controls, or the programming or automation of the HVAC or other Building management or utility system relating to the provision of utilities or services.

8. Tenant shall cooperate with Landlord in sharing data relating to the transportation needs and means used by Tenant's employees, including, without limitation, staffing levels, commuting patterns, use of public transportation, bicycle racks, and car-sharing services.

9. In connection with Tenant's maintenance, repair, or cleaning of the Premises, Tenant shall, when reasonably practicable, use environmentally friendly products consistent with Landlord's Sustainability Practices and with Landlord's waste programs.

**EXHIBIT D-3**  
**SIGNAGE CRITERIA**

**EXHIBIT E**  
**FORM ESTOPPEL CERTIFICATE**

The undersigned, \_\_\_\_\_, a \_\_\_\_\_ (“Tenant”), the tenant under that certain Lease dated April \_\_\_\_, 2021, between Tenant and PRIII SUNSET HILLS VIRGINIA LLC, a Delaware limited liability company, as landlord (“Landlord”) hereby certifies as follows:

1. The Premises (the “Premises”) under the Lease is Suite 150, located in 11109 Sunset Hills Road, Reston, Virginia 20190.

2. The Lease is in full force and effect and has not been modified or amended in any respect except by amendments dated \_\_\_\_\_.

3. Tenant has accepted, is in sole possession of and is occupying the Premises. Tenant has not subleased all or any part of the Premises, nor has the Lease or Tenant’s interest in the Premises been assigned, encumbered or transferred in any manner other than:

\_\_\_\_\_  
\_\_\_\_\_.

4. The Commencement Date of the Lease is \_\_\_\_\_, 20\_\_ and the expiration date of the Lease is \_\_\_\_\_, 20\_\_. There are no options to extend the Lease Term beyond such expiration date other than \_\_\_\_\_. Tenant does not have any option, right of first refusal or other right to purchase all or any part of the property of which the Premises are a part or interest therein.

5. The present monthly Rent under the Lease is \$ \_\_\_\_\_, consisting of \$ \_\_\_\_\_ per month of Basic Annual Rent and \$ \_\_\_\_\_ per month of estimated payments of Tenant’s Proportionate Share of Operating Costs and Taxes. The sum of \$ \_\_\_\_\_, representing \_\_\_\_ month’s Rent has been paid in advance; therefore, Rent under the Lease has been paid through the month of \_\_\_\_\_.

6. Tenant’s Proportionate Share of Operating Costs is currently \_\_\_\_\_. Tenant’s Proportionate Share of Taxes is currently \_\_\_\_\_. The estimated monthly payments of Tenant’s Proportionate Share of Operating Costs and Taxes have been paid through \_\_\_\_\_.

7. The security deposit held by Landlord under the Lease is \$ \_\_\_\_\_.

8. Tenant is entitled to no rent concessions under the Lease other than the following:

\_\_\_\_\_.

9. Tenant acknowledges and agrees that any and all improvements or allowances required to be performed or provided by Landlord have been performed or satisfied, except as follows:

\_\_\_\_\_.

10. Neither Tenant nor the Landlord is in default (or will be in default following the delivery of notice, the passage of time, or both) or claims a default by the other under the Lease, or has any claims, defenses, or rights of offset against payment of Rent under the Lease.

11. Tenant acknowledges that Landlord has the right to assign the Lease and the Rent thereunder and to sell, assign, transfer, mortgage or otherwise encumber the Project without the consent of Tenant.

12. Tenant makes this statement for the benefit and protection of \_\_\_\_\_ with the understanding that \_\_\_\_\_ intends to rely on this statement in connection with \_\_\_\_\_.

IN WITNESS WHEREOF, this certificate has been executed and delivered by the authorized officers or representatives of the undersigned as of \_\_\_\_\_, 20\_\_\_\_.

**“TENANT”**

\_\_\_\_\_, a \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The obligations of Tenant under the Lease are guaranteed by \_\_\_\_\_ (“Guarantor”) pursuant to a \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_ (“Guaranty”) made by Guarantor in favor of Landlord. The Guaranty remains in full force and effect, no amounts are due from Guarantor or have been paid by Guarantor under such Guaranty and there are no existing credits, defenses, offsets or counterclaims which Guarantor has against Landlord or Tenant which would adversely affect the enforcement of the Guaranty by Landlord.

**GUARANTOR:**

\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT F**  
**TENANT COMMENCEMENT CERTIFICATE**

To: PRIII SUNSET HILLS VIRGINIA LLC (“Landlord”)

From: EJJ HOLDINGS LLC dba Celebree School of Reston (“Tenant”)

Date: \_\_\_\_\_, 20\_\_\_\_

RE: Project Address: 11109 Sunset Hills Road  
Reston, VA 20190

The undersigned, as an authorized representative of the Tenant under that certain Lease (the “Lease”) dated April \_\_, 2021, as modified (if applicable) by amendment(s) dated \_\_\_\_\_, 20\_\_\_\_, hereby certifies that:

1. The undersigned has accepted possession and entered into occupancy of the Premises described in the Lease.

2. The Commencement Date of the Lease was \_\_\_\_\_.

3. The expiration date of the Lease is \_\_\_\_\_.

4. The Lease is in full force and effect and has not been modified or amended.

5. Landlord has performed all of its obligations to improve the Premises for occupancy by the undersigned and Tenant hereby confirms the Premises is in the condition required under the Lease.

Very truly yours,

WITNESS/ATTEST:

TENANT

**EJJ HOLDINGS LLC**, a Virginia limited liability company dba  
Celebree School of Reston

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## **EXHIBIT G**

### **AMERICANS WITH DISABILITIES ACT**

Tenant agrees to comply with all requirements of the Americans With Disabilities Act of 1990 (Public Law 101-336 {July 26, 1990}), and any other applicable or related law, code or ordinance applicable to the Premises and the Project, as the same are amended from time to time (collectively, the "Disability Acts"), to accommodate its employees, invitees and customers. Tenant acknowledges that it shall be wholly responsible for any accommodations or alterations which need to be made to the Premises to cause the same to comply with the Disability Acts. No provision in this Lease should be construed in any manner as permitting, consenting to or authorizing Tenant to violate requirements under any of the Disability Acts and any provision to the Lease which could arguably be construed as authorizing a violation of any of the Disability Acts shall be interpreted in a manner which permits compliance with such Disability Acts.

## **EXHIBIT H**

### **PROHIBITED USES**

The provision or administration of dental or oral health care services, including, but not limited to, general dentistry, endodontics, oral and maxillofacial pathology, oral and maxillofacial radiology, oral and maxillofacial surgery, orthodontics and dentofacial orthopedics, pediatric dentistry, periodontics, prosthodontics, and any other dental specialties recognized currently or in the future by the American Dental Association or any other similar organization.

**EXHIBIT I****PROVISIONS APPLICABLE TO OUTDOOR AREA**

1. Landlord hereby grants to Tenant an exclusive license to use the Outdoor Area as a playground area, with playground equipment, playground flooring, fencing and a separate entrance, all in accordance with Tenant's specifications approved by Landlord, and all furnished by Tenant at its sole cost and expense (collectively, the "Playground Equipment"), in a manner approved by Landlord and in accordance with all Laws, provided that (i) the Playground Equipment, including, without limitation, the color, design, material, finish, method of installation, size, number of items and exact location of the Playground Equipment shall be approved by Landlord, (ii) Tenant uses such Outdoor Area for the sole purpose of providing a playground for children enrolled at the school operated in the Premises, and (iii) such Outdoor Area is used by Tenant only during those hours as Tenant is open for business pursuant to the terms of this Lease. The parties agree that the use by Tenant of, the exact location of, and the number of items permitted in, the Outdoor Area shall be subject to the approvals of all applicable governmental and/or quasi-governmental authorities having jurisdiction over the Project and all third parties (if any) with approval rights, and Landlord shall, in its sole discretion and at any time during the Term of this Lease, have the right to change the location or configuration of the Outdoor Area. Although the Outdoor Area is not included in the Premises, Tenant's insurance and indemnity obligations shall be applicable to the Outdoor Area as if part of the Premises. It is understood that the Outdoor Area shall not be included in the rentable square feet of the Premises for the purpose of calculating any item of Rent based upon the rentable square feet of the Premises. At the expiration or earlier termination of this Lease, Tenant shall remove all of the Playground Equipment and shall restore the Outdoor Area to the same condition as existed prior to the installation of such Playground Equipment.

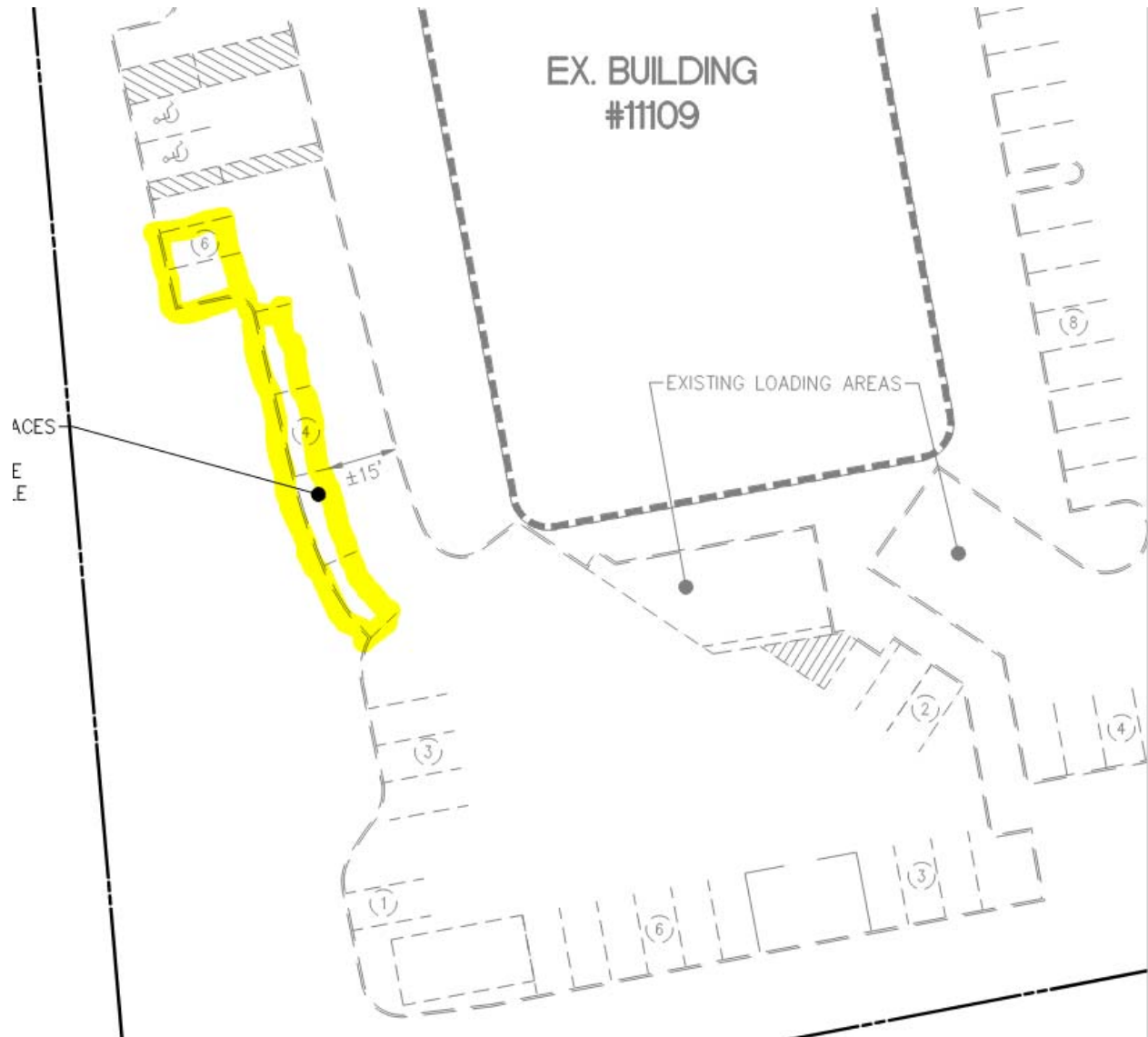
2. Tenant shall be responsible for cleaning and maintaining the Outdoor Area which shall include, without limitation, wiping the table tops, chairs and other items, depositing trash in and removing trash from the receptacles in the Outdoor Area, spot cleaning of the pavement as necessary in the event of spills and performing all Playground Equipment Work (as hereinafter defined), and all costs associated therewith. In the event Tenant does not perform the foregoing responsibilities to the satisfaction of Landlord, or if Landlord receives complaints from other tenants or occupants of the Project regarding Tenant's operation of the Outdoor Area, Landlord shall have the right to either perform such Tenant responsibilities and bill Tenant for Landlord's costs therefor, or revoke Tenant's license to use the Outdoor Area. If Landlord revokes Tenant's license to use the Outdoor Area, Tenant shall remove all of the Playground Equipment and shall restore the Outdoor Seating Area to the same condition as existed prior to the installation of such Playground Equipment. Upon termination of this Lease, for whatever reason, Landlord shall provide Tenant with at least ninety (90) day advanced written notice prior to requiring Tenant to remove the Playground Equipment.

3. Notwithstanding the foregoing, if at any time after the Commencement Date, Landlord, in its reasonable business judgment, determines that all or any portion of the Playground Equipment requires repair or replacing (such repair or replacement is collectively referred to herein as the "Playground Equipment Work"), Tenant shall promptly perform such Playground Equipment Work at its sole cost and expense. In the event Tenant replaces all or any portion of the Playground Equipment, the design, quantity and color shall be approved by Landlord.

4. Landlord shall have the right to enter the Outdoor Area as needed to repair and maintain the cooling tower installed adjacent thereto. Landlord shall be responsible, at Landlord's expense, for erecting, repairing and maintaining fencing or screening as needed to safely separate the Outdoor Area from such cooling tower.

## EXHIBIT J

### DEDICATED SPACES



## EXHIBIT K

### FORM OF FRANCHISOR GUARANTY

#### GUARANTY OF LEASE

THIS GUARANTY OF LEASE (this "**Guaranty**") is made as of April 12, 2021, by **CELEBREE ENTERPRISES LLC**, a Maryland limited liability company ("**Guarantor**"), having an address at 1306 Bellona Avenue, Lutherville, Maryland 21093 (Attn: Chief Executive Officer), to **PRIII SUNSET HILLS VIRGINIA LLC**, a Delaware limited liability company ("**Landlord**"), having an address at c/o Penzance, 1680 Wisconsin Avenue, Suite 300 Washington DC 20007.

WHEREAS, Landlord has agreed to lease to EJJ Holdings LLC dba Celebree School of Reston ("**Tenant**"), certain space (the "**Premises**") in the building located at 11109 Sunset Hills Road, Reston, Virginia (the "**Building**"), pursuant to that certain Lease by and between Landlord and Tenant dated of even date herewith (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. All capitalized terms used but not defined herein shall have the meanings given them in the Lease.

2. 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. Notwithstanding anything to the contrary set forth in this Guaranty, Guarantor's maximum liability hereunder (the "**Maximum Liability**") shall be Three Hundred Fifty Thousand Dollars and No/100 (\$350,000.00). After the first (1<sup>st</sup>) year of the Initial Term, so long as Tenant is not then in default under any of the terms or provisions of the Lease beyond any applicable notice and cure periods, the Maximum Liability shall decrease to Two Hundred Fifty Thousand Dollars and No/100 (\$250,00.00). After the second (2<sup>nd</sup>) year of the Initial Term, so long as Tenant is not then in default under any of the terms or provisions of the Lease beyond any applicable notice and cure periods, the Maximum Liability shall decrease to One Hundred Fifty Thousand Dollars and No/100 (\$150,00.00). After the third (3<sup>rd</sup>) year of the Initial Term, so long as Tenant is not then in default under any of the terms or provisions of the Lease beyond any applicable notice and cure periods, this Guaranty and the obligations of Guarantor hereunder shall terminate and be of no further force or effect.

3. 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 in the event of a Permitted Transfer (as defined in the Lease), 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 prior to the termination hereof as provided in Section 2 above. 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 unless otherwise required by the terms of the Lease: (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; (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 (other than a Permitted Transfer); (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; 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.

4. Guarantor shall notify Landlord in writing whenever Guarantor shall make 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 until Guarantor's obligations hereunder are satisfied. Until such time as Guarantor's obligations hereunder are satisfied, 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 Section 101 of the Bankruptcy Code (as defined in the Lease)) 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.

5. 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, but in no event to exceed the Maximum Liability. Guarantor shall upon Landlord's request promptly confirm in writing such assumption.

6. 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.

7. 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.

8. 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.

9. Within five (5) days after Landlord's written request, Guarantor shall execute and deliver to Landlord a written statement certifying any matter concerning this Guaranty or the Lease as Landlord may request. From time to time upon not less than five (5) days' prior written notice, Guarantor shall submit such information regarding Guarantor's and Tenant's financial condition as Landlord may request.

10. 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.

11. 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.

12. 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. Guarantor appoints \_\_\_\_\_, having an address at \_\_\_\_\_, as Guarantor's agent for receipt of service of process on Guarantor's behalf in connection with any suit, writ, attachment, execution or discovery or supplementary proceedings in connection with the enforcement of this Guaranty. 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.

13. 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.

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

GUARANTOR:

**CELEBREE ENTERPRISES LLC,**  
a Maryland limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title \_\_\_\_\_

Address:

1306 Bellona Avenue  
Lutherville, MD 21093  
Attn: Chief Executive Officer



## EXHIBIT L

### FORM OF PRINCIPALS GUARANTY

#### GUARANTY OF LEASE

THIS GUARANTY OF LEASE (this "**Guaranty**") is made as of April 12, 2021, by EDWARD JOHNSON and JOSEPHINE JOHNSON (collectively, jointly and severally, "**Guarantor**"), having an address at 7708 Asterella Court, Springfield, Virginia 22152, to **PRIII SUNSET HILLS VIRGINIA LLC**, a Delaware limited liability company ("**Landlord**"), having an address at c/o Penzance, 1680 Wisconsin Avenue, Suite 300 Washington DC 20007.

WHEREAS, Landlord has agreed to lease to EJJ Holdings LLC dba Celebree School of Reston ("**Tenant**"), certain space (the "**Premises**") in the building located at 11109 Sunset Hills Road, Reston, Virginia (the "**Building**"), pursuant to that certain Lease by and between Landlord and Tenant dated of even date herewith (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. All capitalized terms used but not defined herein shall have the meanings given them in the Lease.

2. 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. Notwithstanding anything to the contrary set forth in this Guaranty, Guarantor's maximum liability hereunder (the "**Maximum Liability**") shall be One Million Eight Hundred Twenty-One Thousand Three Hundred Eighty-Five Dollars (\$1,821,385.00). After the one hundred seventeenth (17<sup>th</sup>) month of the Initial Term, so long as Tenant is not then in default under any of the terms or provisions of the Lease, the Maximum Liability shall decrease to Two Hundred Eighty-One Thousand Nine Hundred Five and 66/100 Dollars (\$281,905.66). After the seventh (7<sup>th</sup>) year of the Initial Term, so long as Tenant is not then in default under any of the terms or provisions of the Lease, the Maximum Liability shall decrease to Two Hundred Nineteen Thousand One Hundred Forty-Nine and 57/100 Dollars (\$219,149.57).

3. 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, 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; (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; 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.

4. Guarantor shall notify Landlord in writing whenever Guarantor shall make 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 Section 101 of the Bankruptcy Code (as defined in the Lease)) 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.

5. 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.

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7. 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.

8. 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.

9. Within five (5) days after Landlord's written request, Guarantor shall execute and deliver to Landlord a written statement certifying any matter concerning this Guaranty or the Lease as Landlord may request. From time to time upon not less than five (5) days' prior written notice, Guarantor shall submit such information regarding Guarantor's and Tenant's financial condition as Landlord may request.

10. 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.

11. 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.

12. 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. Guarantor appoints \_\_\_\_\_, having an address at \_\_\_\_\_, as Guarantor's agent for receipt of service of process on Guarantor's behalf in connection with any suit, writ, attachment, execution or discovery or supplementary proceedings in connection with the enforcement of this Guaranty. 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.

13. 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.

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

GUARANTOR:

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EDWARD JOHNSON

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JOSEPHINE JOHNSON